

**COLLECTIVE AGREEMENT**

**between**

**TORONTO METROPOLITAN UNIVERSITY**  
(Hereinafter called the “Employer”)

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**and its Local 233**  
(Hereinafter called the “Union”)

**Effective: July 1, 2022 to June 30, 2025**

## CONTACT INFORMATION

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## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours and wages for all employees covered by the provisions of this Agreement.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union acknowledges that it is the right of the Employer subject to the provisions of this Agreement:
- (a) to maintain order, discipline and efficiency;
  - (b) to hire, direct, classify, transfer, promote, demote, lay off, and discharge for just cause, suspend or otherwise discipline employees;
  - (c) to establish from time to time and enforce policies, rules and procedures governing the conduct of employees;
  - (d) to generally manage the affairs of the University.
- 2.02 Toronto Metropolitan University agrees that it will exercise the foregoing functions in a manner consistent with the provisions of this Agreement.

## **ARTICLE 3 - DEFINITIONS**

- 3.01 The following definitions apply to terminology used in the text of this Agreement.

**"Bargaining Unit"** is the unit of employees defined in Article 4.01.

**"Union"** is the Canadian Union of Public Employees, Local 233.

**"Employer"** is Toronto Metropolitan University.

**"Letter of Counsel"** is a non-disciplinary written communication issued to an employee that brings a performance or behavioural issue to the attention of the employee and sets out the appropriate standards to be achieved.

**"Probationary employee"** is an employee, newly hired into a career position (not a Term/Task or Temporary position) and who is serving a probationary period as set out in Article 9.05(a) Probationary Period, which is different from the "trial period" set out in Articles 12.09 and 12.10.

**"Temporary employee"** is one who is hired to replace a career employee who has vacated their position for reasons in accordance with the provisions of this Agreement but continues to have proprietary rights to the career position.

**"Term/Task employee"** is one who is hired for a specific term or to complete a specific task, but in no case for a period of more than twenty-four (24) consecutive months, including renewals.

**"Part Time employee"** is one who works less than twenty (20) hours per week and is not a Term/Task or Temporary Employee.

**"Regular employee"** is one who works twenty (20) hours or more hours per week and who is not a Temporary Employee, a Term/Task employee or Part Time employee who has completed the required probationary period and is employed as a career employee in a classification set forth in Schedule A.

#### **ARTICLE 4 - SCOPE**

- 4.01 The Employer recognizes that this Agreement shall apply to all employees of the Employer at Metropolitan Toronto, employed on the grounds, caretaking, operating engineers' and maintenance staffs save and except:

Building Superintendents, Supervisors, persons above the rank of Supervisors, and Office Staff.

#### **ARTICLE 5 - NON-DISCRIMINATION, HARASSMENT AND SEXUAL VIOLENCE**

- 5.01 There shall be no discrimination or harassment, as defined by the Ontario Human Rights Commission, practised by any of the representatives of the University or the Union with the respect to any employee because of activity or inactivity in the Union consistent with this Agreement, nor, in accordance with the provisions of the *Ontario Human Rights Code*, shall there be any discrimination or harassment by reason of race, creed, colour, age, sex, marital status, family status, citizenship, ancestry, place of origin, ethnic origin, or disability as well as political or religious affiliation, record of offenses, sexual orientation, gender identity and gender expression.
- 5.02 The parties agree to promote a workplace free of discrimination, harassment, and sexual violence. The University shall maintain policies regarding the prevention of discrimination,

harassment, and sexual violence in the workplace. These policies shall include procedures by which complaints will be addressed. These policies shall not form part of the collective agreement. Every employee has the right to be free from reprisal for exercising their rights under University policies.

## **ARTICLE 6 - UNION SECURITY**

- 6.01 All employees shall, as a condition of employment, become and remain members of the Union.
- 6.02 The Employer shall deduct and withhold Union dues, fees or assessments levied by the Union, from all employees within the Bargaining Unit. Deductions will be from each pay cheque.
- 6.03 The University shall, by the fifteenth (15<sup>th</sup>) of the month following the month when the deductions are made, send such monies to the Secretary Treasurer of the Local Union, along with a list of the names, classification, position number, employment status, start date, regular hours worked, overtime hours worked, hourly rate and total regular hour wages and total overtime hour wages separately identified for the specified pay period of the employees from whom such deductions have been made, and the amount deducted from each employee's pay.

The University also agrees to provide the members of the Union's Executive Board with direct access to the following information pertaining to Bargaining Unit employees of Local 233: names of all active employees, their classification, position number, seniority, employment status (including the type of leave, leave status), if replacing an employee on a leave, the name of the employee on leave, regular hours worked, overtime hours worked, hourly rate and total regular hours wages and total overtime hour wages, contact information on file including phone numbers, email addresses and home addresses.

The University will also advise the Union of any promotions, demotions, hirings, transfers, resignations, retirements, deaths and other terminations of employment, and any other information as approved by the Director, Labour Relations and HR Consulting.

Further to the University's undertaking to provide the Union with access to its employee database per the above, the University agrees to provide training to the Union's Representatives on an ongoing and as needed basis.

- 6.04 The University reports Union dues on T4's in Box 44 specific to union dues.

## **ARTICLE 7 - COMMUNICATIONS**

- 7.01 The Employer agrees to acquaint at the time of hiring new employees with the fact that a

Union Agreement is in effect, and with the conditions of employment as set out in this Agreement. The Employer also agrees to give each new employee a copy of this Agreement at the time of hiring.

On commencing employment in a position within the Bargaining Unit, the employee's immediate Supervisor or other representative of the Employer will introduce the new employee to their Union Steward or Representative, as designated by the Union.

The Representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of the Union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.

Where the Employer conducts group orientation sessions, the Union will be provided thirty (30) minutes during such a session to discuss membership in the Union.

- 7.02 The Employer shall send to the Union copies of all vacancy notices for positions open in the Bargaining Unit or elsewhere in the University, other than for academic or senior management positions. The Employer shall also advise the Union of all hires into the Bargaining Unit, in writing, including hires of Temporary and Term/Task employees at time of hire. Such notice shall include the name of the new hire, the expected duration of employment, the name of the employee being replaced (if applicable), and, in the case of Part-Time employees, the expected hours of work.
- 7.03 Any formal correspondence between the Employer and any member of the Bargaining Unit arising out of, or incidental to, this Agreement shall be copied to the Local Union. Such correspondence shall not include confidential medical information. This correspondence may be in electronic form.
- 7.04 Subject to space availability, the Employer agrees to endeavour to provide space for meetings of the Local Union within the University.
- 7.05 The Employer agrees that a Staff Representative of the Union shall have the right of access to the premises during working hours to attend any meeting between the Parties at the request of the Local Union as provided in this Agreement and to assist the Local as may reasonably be required. The Union agrees that such visitation by the Staff Representative shall not in any way interfere with work being performed by employees of the University.

## **ARTICLE 8 - COMMITTEES**

- 8.01 The Employer recognizes the following committees in its dealings with the Union.
- (a) Negotiating Committee

A committee consisting of the President of the Union, or appointee, and six (6) other elected/appointed members of the Bargaining Unit shall meet with representatives of the Employer to negotiate changes in this Agreement. The Union shall advise the Employer of the members elected to the Negotiating Committee in advance of negotiations. Members of the Union Negotiating Committee shall be released for three (3) days for the purpose of bargaining preparation, one (1) day of which will be paid by the Employer and two (2) days of which will be paid by the Union.

The members of the Bargaining Committee shall be given time off during their normal working hours without loss of pay or benefits while attending negotiation meetings with the Employer. No overtime compensation will be granted for meetings extending beyond eight (8) hours.

If negotiation meetings occur when Bargaining Committee members are not regularly scheduled to work, the Employer agrees to pay such employees their regular wage rate for attending meetings to negotiate Amendments to the Collective Agreement. Such employees will not be required to attend their regularly scheduled shift.

(b) Grievance Committee

A committee consisting of the elected/appointed Steward representing the grieving employee, and two other elected/appointed representatives from the Bargaining Unit, shall form a Grievance Committee which shall involve itself as appropriate at Step 3 of the grievance procedure contained herein.

(c) Joint Union/Management Committee

- (i) A committee consisting of the President of the Union, or appointee, as Chair; and three other elected/appointed members of the Bargaining Unit will be formed with the purpose of meeting with an Employer's committee chaired by the Director, Facilities Management and Development or appointee. The committee will meet monthly. Either party may request additional meetings. If the parties agree, the dates of such meetings are to be set by mutual agreement. Matters considered during meetings of the Joint Committee will be those not dealt with by either the Negotiating or the Grievance Committee.
- (ii) The Joint Union/Management Committee will discuss the management's plans of hiring Term/Task employees before hiring them. This Committee will also track the usage of Term/Task employees.

8.02 The Employer shall pay up to five (5) employees (as members of Committees as described in 8.01 (b) and (c)) their normal hourly wages for meetings which are held with Management during working hours.

- 8.03 Committee members must request approval of their Supervisors to attend such meetings no less than three (3) days in advance, whenever possible. Upon returning from such a meeting the committee member shall notify the Supervisor.
- 8.04 A member of the Union Executive will be permitted to assist and advise members of the Bargaining Unit and to meet with management representatives, without loss of pay or benefits. The member of the Union Executive shall secure prior written approval of the Supervisor, when attending meetings, or assisting and advising members of the Bargaining Unit, and shall notify the Supervisor upon return. Such requests will not be unreasonably denied.
- 8.05 The Union shall have the right at any time to have the assistance of a Representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.
- 8.06 Members of the Bargaining Unit shall, subject to operational requirements, be allowed to attend, without loss of pay or benefits, meetings called by the Local Union for purposes of ratifying collective agreements during workplace hours. The ratification meetings shall be set on a date mutually agreed to by the Parties, and shall be no longer than one (1) hour for the night shift meeting and two (2) hours for a combined day/afternoon meeting.
- 8.07 Members of the Bargaining Unit shall, subject to operational requirements, be allowed to attend, without loss of pay or benefits, meetings called by the Local Union for General Meetings or other similar purposes up to four (4) times per year during workplace hours. The meetings shall be set on a date and at a time mutually agreed to by the Parties, and shall be no longer than three (3) hours.

## **ARTICLE 9 - SENIORITY**

### **9.01 Seniority**

- (a) Seniority means the ranking of employees in accordance with their "seniority date."
- (b) Seniority shall operate on a Bargaining Unit wide basis as applicable save and except with respect to the layoff provisions of Article 13, Layoff and Recall which shall not apply to Term/Task, Temporary, Part Time employees or student employees.
- (c) Seniority date is defined as the most recent date of hire in the Bargaining Unit.

### **9.02 Seniority Accrual**

- (a) Seniority shall not accrue for employees who are on approved leaves of absence without pay for more than four (4) weeks, save and except for employees on pregnancy, parental, or WSIB leave. Seniority accrued by the employee prior to the commencement of the leave of absence without pay

will resume when the employee returns to active employment.

- (b) If an employee, having been laid off is not recalled before twenty-four (24) months from the effective date of layoff, seniority shall cease.
- (c) Appointment to Position outside the Bargaining Unit

The selection or appointment of an employee to a Supervisory position or any other position not covered by this Agreement is at the Employer's discretion. No employee shall be transferred to a position outside the Bargaining Unit without the consent of the employee. If an employee is transferred to a position outside the Bargaining Unit the employee shall retain seniority acquired at the date of leaving the Unit for a period of six (6) months but will not accumulate any further seniority. If the appointment is to replace a Supervisor on pregnancy or parental or adoption leave, seniority can be retained for up to eighteen (18) months. If an employee later returns to the Bargaining Unit within a period of six (6) months (or eighteen (18) months if applicable), the employee shall be placed in a job consistent with the employee's seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

#### 9.03 Seniority for Union Executive Members

- (a) The President, the Vice President, the Treasurer, and the Recording Secretary of the Union shall during their term of office respectively head the seniority list provided they have one (1) or more years of seniority. Such preferential seniority shall only be with respect to layoffs when they shall be permitted to remain at work during curtailed operations of the plant provided they are qualified to do the work available.
- (b) The Executives of the CUPE Local 233 shall be assigned to the day shift for the duration of their term of office only.

#### 9.04 Seniority Information

- (a) Occupational Classification Seniority List

For the sole purpose of determining vacation periods, an occupational classification seniority list will be maintained by the Employer. Employees on temporary assignments to other than their normal classification, but within the Bargaining Unit, will have such time accrued to their normal classification.

#### 9.05 Probationary Period

- (a) All newly hired employees hired into a career position shall serve a probationary period of six (6) months following hiring. On written request by the University

before the expiry of such probationary period, the Parties may mutually agree to extend such probationary period. Such extension may be for any period, which is mutually agreed, but will not exceed three (3) months. If performance is satisfactory during the probationary period, at the end of that time the employee will be transferred to regular staff and their pay rate advanced from entry level rate to the appropriate job rate.

- (b) Subject to satisfactory performance and subject to the employee having a minimum of six (6) months service, the University will waive the probationary period for a Term/Task employee who is successful in obtaining a career position as specified in Article 12, Job Postings, Promotions and Transfers. The probationary period shall be waived where the Term/Task employee is applying for a career position which is the same classification as the term position previously held by the Term/Task employee; e.g. Caretaker to Caretaker, Electrician to Electrician and so on.
- (c) All employees shall be notified of the successful completion of their probationary period in writing with a copy to the Union.

## **ARTICLE 10 - PROGRESSIVE DISCIPLINE**

- 10.01 Where reasonable in the circumstances, the University may counsel an employee about performance, conduct or behaviour and to ascertain the employee's understanding of these. Such intervention may include a discussion to ascertain if there are any issues contributing to the poor performance, behaviour, or conduct that are not immediately obvious to the Supervisor/manager.

Any letters of counsel are non-disciplinary in nature and will only include a summary of discussions with the employee, including what supports and measures will be provided to assist the employee in meeting performance expectations. Letters of counsel shall be placed in an employee's official personnel file.

- 10.02 Progressive discipline is a process for dealing with performance and/or behaviour that does not meet expected standards. The primary purpose of progressive discipline is to assist the employee to understand that a performance and/or behavioural problem(s) exist(s) and to be provided with the opportunity for improvement.

Discipline normally will be considered in terms of appropriate progressive sanctions, except in cases of gross misconduct. The Union and the University agree that any disciplinary action given to an employee will normally be given within a reasonable amount of time of the Supervisor/manager becoming aware of the performance and/or behaviour.

- 10.03 The process features increasingly formal efforts to provide feedback to the employee so the employee can correct the problem.

- 10.04 Progressive discipline may include the following interventions:
- Verbally reprimand the employee for poor performance or inappropriate behaviour.
  - Provide a written warning in the employee's file, in an effort to improve employee performance
  - Suspend the employee, without pay.
  - Terminate the employee.
- 10.05 Termination of employment will be for just cause.
- 10.06 The University may take appropriate disciplinary measures and impose appropriate disciplinary sanctions.
- 10.07 If the reason for discipline is related to conduct, performance or behaviour which is recurrent, continuous or is deemed to be seriously objectionable behaviour, and if it is considered that the discipline imposed may have a bearing upon retention in service or advancement of the employee, the concerns shall be communicated forthwith to the employee in writing with a copy to the Union.
- 10.08 The employee may respond to such written admonition in writing, with a copy to the Union and any such response shall become part of the same file on which the written admonition had been placed.
- 10.09 The University will advise employees of their right to Union representation at the onset of any meeting (e.g. investigation meeting) which may result in discipline or discharge for any employee or at any meeting where an employee's behaviour, conduct, attendance record or job performance will be discussed.
- 10.10 Where a Supervisor/manager intends to impose discipline in respect of an employee, the Supervisor/manager shall so notify the employee and a Local Union Representative. The employee and the Local Union Representative shall be advised, as far in advance as practicable under the circumstances, of the time, place, and subject of the meeting.
- 10.11 Notwithstanding Article 10.09 above, the Supervisor/manager has the right to provide feedback to the employee, either orally or in writing, regarding the employee's performance and/or behaviour prior to any discipline being imposed.
- 10.12 The Employer shall advise the Union, in writing at the same time the employee is notified, of all administrative investigation leaves, verbal or written reprimands, suspensions and terminations.

## **ARTICLE 11 - PERSONNEL FILES**

- 11.01 Employees shall have the right to inspect at a mutually convenient time and in the presence of an authorized Human Resources individual their official personnel file and shall have the right to make and to have placed on such file written observations upon the content of their file.
- 11.02 Any adverse report, which includes letters of counsel and letters of discipline shall be removed from the employee's official personnel file two (2) years from the date that it was written and will not subsequently be used as the basis of any action adverse to the employee, provided there has not been a recurrence of the behaviour and/or performance issue that gave rise to the letter.

## **ARTICLE 12 - JOB POSTINGS, PROMOTIONS AND TRANSFERS**

### **12.01 Definitions**

(a) Career Vacancy:

A career vacancy occurs when:

- (i) An existing career complement position is vacated by the incumbent on a permanent basis.
- (ii) A new career complement is approved or a Term/Task position is assimilated into the complement.

(b) Temporary Vacancy

A temporary vacancy occurs:

When a career employee has vacated their position for reasons in accordance with the provisions of this Agreement but continues to have proprietary rights to the vacant career position.

(c) Term/Task Vacancy:

A Term/Task vacancy occurs when the University determines the need to establish a position for a specific term or to complete a specific task. Such position and subsequent vacancy is additional to the University's established career complement and shall carry with it a specified start and end date. This position can be Full Time (forty (40) hours per week) or Part Time (less than half of a normal forty (40) hour work week).

The University has the right to establish and continue to require a Term/Task position on an ongoing basis, including extensions, for not more than twenty-four (24) months (two (2) years).

If a Term/Task position is established and continues to be required on an ongoing basis for a period of more than twenty-four (24 months (2 years) the Term/Task position, subject to the approval of Toronto Metropolitan University, shall be assimilated into the University's established career complement within three (3) months of the second anniversary date of the position.

Such a position as described in clause (c) immediately above, once assimilated into the career complement, shall be posted as per the posting provisions of this Agreement.

- 12.02 Prior to filling a vacancy for a position in the Bargaining Unit, the vacancy will be posted on the Human Resources website (<http://www.torontomu.ca/careers>), on the bulletin boards located outside of the CUPE 233 Local Union office and in the staff lunch room, for a period of five (5) working days. Employees may sign up for email notification of any posted vacancies.

Such notice shall contain the following information: nature of the position, knowledge and education, ability and skills, whether day, evening or night shifts, and rate of pay. The notice shall also contain information regarding the selection process. The notice shall also indicate that resulting vacancies may be filled from this posting as per Article 12:14.

Information regarding the selection process shall include, but is not limited to, the following: the interview will be conducted by a minimum of a three (3) person interview panel; appropriate tests that will be administered during any stage of the process; review of the employee's official personnel file; review of the employee's dependability and reliability; review of the employee's job performance; and reference checks.

- 12.03 The five (5) working days during which the vacancy notice is to remain posted shall be deemed to have been completed if it has been placed on the HR website for four (4) full working days prior to the date by which applications for the vacant position are to be received.

- 12.04 Members wishing to be considered for a vacancy must make a written application or apply through the HR website within the five (5) working day posting period. The Human Resources Department will make reasonable efforts to contact a member of the Bargaining Unit who at the time of a vacancy occurring within the Bargaining Unit is absent on leave to advise the member of the vacancy.

Applicants, whether internal or external to the Bargaining Unit, applying for posted vacancies are responsible for providing all relevant information concerning their candidacy

and a current valid trade licence subject to the position requirements.

Upon offer of appointment, and signed acceptance copied to the Union, and as a condition of employment, the prospective employee shall be required to validate their licensing qualifications through the provision of original relevant documents no later than four (4) weeks from the date of the original appointment.

- 12.05 The Employer and the Union agree that they are jointly committed to the attainment of Employment Equity goals and the fostering of Employment Equity principles. The Parties, through the joint Union-Management Committee, as described in Clause 8.01 (c) may agree to give priority to Employment Equity within the Bargaining Unit in cases where designated groups are underrepresented.
- 12.06 In dealing with promotions and transfers to other positions in the Bargaining Unit, seniority shall be the governing factor provided the employee has the ability and qualifications to perform the normal requirements of the position available.
- 12.07 When rehiring for new Term/Task positions, individuals who had prior experience as Term/Task employees with the University will be given preference over other external candidates.

Further to the above, Term/Task employees who wish to be considered for new Term/Task positions shall provide the University with their most current contact information prior to the end of their contract. Should a new Term/Task position become available in the 12 months following the individual's end of contract, the University will advise that individual of the vacancy using the contact information provided.

- 12.08 A promotion is defined to mean the appointment of an employee to another position in the Bargaining Unit which provides for an increase in the basic hourly rate of pay.
- 12.09 Trial Period
- (a) An existing employee who is selected to fill a vacant position in the Bargaining Unit will commence immediately a trial period on the job during which the employee must demonstrate the ability to perform the normal requirements of the new position as outlined in the posted notice. Following completion of the trial period, the pay rate of the employee will be advanced, if required, from entry level rate to the appropriate job rate.
- (b) The duration of the trial period shall be:
- (i) Sixty (60) working days for regular custodial and related job classifications (i.e. caretaker, groundskeeper/driver);
- (ii) Sixty (60) working days for all classifications with lead hand responsibilities; or

(iii) Sixty (60) working days for trade classifications (i.e. all classifications in Schedule “A” except for the custodial or related job classification).

12.10 At the end of the trial period, the Employer will, in writing, either confirm the appointment or indicate why the employee must revert to their former position without loss of seniority and at the former wage rate.

Alternatively, prior to the end of the trial period, the employee shall be given the opportunity to revert to their former position and conditions if they so request without loss of seniority and at the former wage rate.

Any other employee transferred or promoted because of the rearrangement of positions may also be returned to their former position without loss of seniority and at their former wage rate.

Upon request of the Union, the Employer shall meet with the Union to review the reasons the Employer deems the successful candidate unsatisfactory.

12.11 When the University approves the filling of a vacant position within the Bargaining Unit, the University shall complete the internal job posting and selection process for filling the vacancy normally within three (3) months from the expiry date of the internal posting notice. In cases where there are no successful internal applicants, the University shall complete the external selection process normally within three (3) months after the closing of the internal selection process. When the University has identified a successful candidate for a vacant position, the Union will be so advised.

12.12 An applicant who unsuccessfully applied for a position within the Bargaining Unit shall be given in writing, if the applicant so requests, the reasons why the employee was unsuccessful. A copy of such written communication of reasons shall be placed on the personnel file. An unsuccessful applicant may request a meeting with a member of the selection committee for feedback.

12.13 When an employee is temporarily assigned to perform the main functions of a higher position, inside or outside the Bargaining Unit, they shall be paid the rate applicable to the higher position. If an employee is temporarily assigned to a lower position, they shall suffer no reduction in pay.

12.14 Resulting Vacancies

Where a vacancy occurs as described in Article 12.01 (a) (b) or (c), the following process will apply:

1) The vacancy will be posted internally in accordance with Article 12.

- 2) Once the vacancy is filled, any vacancy created because an “internal” employee was awarded and assumed the vacancy (the “resulting vacancy”) will be filled as follows:
  - (a) The Employer may post the resulting vacancy internally in accordance with Article 12 (for example if no other applicants applied for the original vacancy) or will post the vacancy internally if it is a different occupational classification from the original vacancy posting.
  - (b) Alternatively, the Employer may fill a resulting vacancy in the same occupational classification by selecting the next qualified (as set out in Article 12.06) senior candidate from the original vacancy posting. Only internal employees who had applied for the original vacancy will be considered as eligible candidates for the resulting vacancy.
- 3) In either case, the Employer may shorten the selection process, including eliminating interview requirements.
- 4) Any vacancy arising from filling a resulting vacancy shall also be considered a resulting vacancy and will be filled using the process described above.
- 5) Ultimately, the remaining resulting vacant position will be posted “externally”.
- 6) All vacancies filled under this Article will be based firstly on ability and qualifications and then on seniority as set out in Article 12.06.
- 7) Nothing in this Article 12.14 limits in any way the Employer’s rights under any other Articles, including management rights under Article 2 and the right to implement other hours of work for shift schedules in Article 18.01(c).

## **ARTICLE 13 - LAYOFF AND RECALL**

- 13.01 The Provisions of Article 13, Lay-off and Recall shall apply only in respect of career employees. Grievance(s) in respect of a layoff, shall be filed at Step 3 of the grievance process under Article 14 of this Agreement.
- 13.02 Where it is necessary to lay off employees, layoff shall be in the reverse order of their Bargaining Unit seniority with probationary employees being laid off first.

An employee about to be laid off may, within five (5) working days following receipt of the notification foreseen in 13.03 below, displace any employee with less seniority, provided the employee exercising this right has, in the Employer's judgement, the qualifications and ability required to perform the work of the less senior employee.

The right to displace shall include the right to displace employees in a higher wage rate

occupation. Further the right to displace shall include displacement of a Temporary or Term/Task employee. At the end of the Temporary or Term/Task appointment the employee shall then be considered to have completed the applicable notice period and/or lay-off period if that period is equal to or greater than the required notice period and/or lay-off period.

- 13.03 The Employer shall notify employees who are to be laid off, as a direct result of the Employer's decision or as a result of displacement by a more senior employee, at least four (4) months prior to the effective date of the layoff or award pay in lieu thereof.
- 13.04 A laid-off employee shall be considered to continue to be employed by the Employer, but from the effective date of the layoff and until its end as defined in 13.05 below, the employee shall:
- (a) not be required to perform any normal shift work for the Employer although the employee may be called upon to perform at a mutually agreed time occasional work not amounting to more than 25% of normal work;
  - (b) be paid half of the employee's last wage rate times forty (40) per week;
  - (c) be covered by the benefits package described in 24.01 below, except that the employee's wage related coverages (e.g. Long Term Disability, Pension Plan, Group Life Insurance) shall be based on the employee's reduced wages.
- 13.05 The layoff period shall be the equivalent of as many half-months (suitably prorated where required) as the employee has years of continuous employment but shall in no case extend beyond:
- (a) twelve (12) months from the effective date of the layoff; or
  - (b) the date on which the laid-off employee has entered into another employment in which the employee earns at least 50% more than the employee's reduced layoff wage foreseen in 13.04 (b) above;
  - (c) the date of recall to the employee's previous duties.
- 13.06 At the end of the layoff period, the employment relationship shall be automatically terminated without any further notice, and the employee shall receive accumulated vacation pay. The employee shall, however, retain right of recall, in accordance with 13.07 below, for a period ending with the second anniversary of the effective date of the layoff.
- 13.07 When recalling employees, the Employer shall effect recall in a reverse order to the manner in which the employees were laid off.

If the employee having been laid off is notified by registered mail sent to the last address

on the Employer's records and fails within five (5) days either to report to work or to give the Employer a reasonable explanation for the failure to report to work, the employee's seniority date shall be changed to the date on which the employee returned to work.

- 13.08 By mutual agreement between the Employer and the employee, in lieu of the provisions of 13.04 through 13.07 above, the employee's employment may be terminated on the effective day of layoff with payment of a severance allowance equivalent to as many half-months (suitably prorated where required) as the employee has years of continuous employment, but no more than six (6) months, and of the employee's accumulated vacation credits.
- 13.09 The above provisions of 13.01 through 13.08 apply only to circumstances of redundancy of work performed by the employees concerned or of necessity to contract ranks due to scarcity of funds or other similar reasons and have no bearing on the management right of the Employer to terminate the employment of an employee for other reasons such as unsatisfactory performance, conduct, attendance, etc.

#### **ARTICLE 14 - GRIEVANCE PROCEDURES**

- 14.01 (a) A "grievance" means a claim in writing by an employee, by the University or by the Union that in respect of an employee or a matter of general import this Agreement has been violated. The written grievance shall state the nature of the complaint and the remedy sought.
- (b) All matters are grievable for Term/Task and Temporary employees except as outlined in Article 24.06. All matters are grievable for student employees except as outlined in Letter of Understanding # 8.
- 14.02 In order to provide an orderly and speedy procedure for the settling of grievances, the University agrees to deal with elected Stewards whose duties shall be to assist an employee in preparing and presenting a grievance.

##### Complaints – Step 1

1. An employee who has a complaint shall first raise the matter with the applicable Supervisor/Manager and give the Supervisor/Manager an opportunity to discuss and adjust the matter. Such a discussion shall take place within ten (10) working days after the circumstances giving rise to the matter have occurred, this period shall be reasonably extended if the circumstances, such as the employee's absence, warrant.
2. The employee may be accompanied by two elected representatives of the Union (for example the appropriate Steward and one (1) member of the Union Executive) during such discussion if the employee wishes.
3. The Supervisor/Manager may be accompanied by another excluded employee at any complaint stage meeting.

4. A decision regarding any adjustment shall be made and communicated to the employee by the Supervisor/Manager within the next seven (7) working days following the discussion. If the decision is not satisfactory or if none is communicated within the above time limit referred to above, the employee may, at the employee's option, refer the matter within five (5) working days to the Executive Director, Facilities Services.

### **Filing a Grievance:**

#### Grievance - Step 2

A grievance shall be lodged by filing the same on a Union-provided Grievance Form with the Executive Director, Facilities Services, or designate. The Executive Director, Facilities Services, or designate shall discuss the matter with the appropriate Parties (for example the employee, the appropriate Steward and two (2) members of the Union executive) and shall then make and communicate the decision in writing to the griever with a copy to the Recording Secretary of the Local within the next ten (10) working days.

If the decision of the Executive Director, Facilities Services, or designate is not satisfactory or if none is communicated within the above time limit referred to above, the grievance may be referred to Step 3 of the grievance process with the Assistant Vice-President, Facilities Management & Development, or designate.

#### Grievance - Step 3

A grievance lodged at Step 3 of the Grievance Process shall be referred to the Assistant Vice-President, Facilities Management & Development, or designate. Any such grievance by an employee shall be referred to the Assistant Vice-President, Facilities Management & Development, or designate within ten (10) working days after the expiry of the time limits set out in Article 14.02 above, for the communication of the decision; and any grievance by the Union within ten (10) working days after the circumstances giving rise to the grievance have occurred or have reasonably come to the attention of the Union.

A grievance by the Union (Union grievance) is a grievance concerning the Bargaining Unit as a whole, or any segment thereof, or the Union itself; if the Union acts on behalf of an individual employee, the grievance remains an employee grievance and is governed by all the provisions applicable to employee grievances including the provision of Article 14 above. In the case of a Union grievance the complaint stage process shall be by-passed and the grievance shall be filed at Step 2 of the process outlined in this Article.

#### Processing a Grievance

Within ten (10) working days following the receipt of the Grievance, the Assistant Vice-President, Facilities Management & Development, or designate shall give the opportunity to have the grievance presented at a meeting arranged for that purpose. In addition to the

employee(s) concerned, up to three (3) representatives of the Local Union, for example, the appropriate Steward, the Recording Secretary and the Local President as well as the National Representative C.U.P.E. shall have the right to be present. The Assistant Vice-President, Facilities Management & Development, or designate may invite to the meeting such other persons (for example, the appropriate Supervisor, Manager, Director), as considered advisable to a maximum of five (5). The Assistant Vice-President, Facilities Management & Development, or designate shall render a decision on the grievance in writing either at the meeting or within fifteen (15) working days from the conclusion of the meeting.

#### Answering a Grievance

If the decision of the Assistant Vice-President, Facilities Management & Development, or designate is not satisfactory or if none is communicated within the time limit referred to above, the grievance may be submitted--within twenty (20) working days after the expiry of the time limit set out above, for the written communication of the decision of the Assistant Vice-President, Facilities Management & Development, or designate--by the Union to arbitration as set forth in Article 16.

#### University Grievance

In the case of a grievance by the University all the time limits shall be the same as stipulated above for a Local Union grievance. The grievance shall be submitted to the President of the Local Union, and the President shall make a decision in writing after a meeting with representatives of the University in the presence of such Local Union representatives as considered appropriate.

#### Time Limits for Processing Grievances

- (a) Any grievance not submitted nor advanced within the time limits provided in the above grievance procedure shall be deemed to have been abandoned. No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure.
- (b) Time limits provided in this Article may be varied or extended by specific written agreement of the parties in any particular proceeding.
- (c) Where in this Article the Assistant Vice-President, Facilities Management & Development, or designate is charged with certain actions these actions may in lieu be performed by another appropriate official appointed for this purpose by the University.

#### National Representative

The National Representative may assist in the preparation or presentation of a written

grievance at any step of this procedure as requested by the Local Union.

## **ARTICLE 15 - SUSPENSION AND DISCHARGE CASES**

- 15.01 (a) In the case of suspension, a grievance may be submitted at Step 2 of the grievance procedure outlined in Article 14.
- (b) For the purpose of filing a grievance alleging improper dismissal contrary to the provisions of this Agreement, the employee shall be deemed to be an employee for twenty (20) working days following the dismissal and must file any grievance within that time period, and process it commencing at Step 2 of the grievance process outlined in Article 14.
- 15.02 Termination of employment of any probationary employee or termination of a term contract of a Term/Task employee shall be at the discretion of the Employer and not be the subject of a grievance except where the violation of Article 5.01 (Non-Discrimination) is alleged.

## **ARTICLE 16 - ARBITRATION PROCEDURE**

### **16.01 Grievance Arbitration**

If the University or the Union requests that a grievance, as above provided, be submitted to arbitration, it shall make such request in writing and addressed to the other Party to this Agreement giving the name and address of a proposed sole arbitrator. Within ten (10) working days after receiving such notice, the other Party shall respond by agreeing to the arbitrator or proposing an alternative(s) Arbitrator(s). Failing agreement within ten (10) working days or such time as may be agreed by the Parties, an appointment may be made by the Minister of Labour at the request of either Party. The single Arbitrator shall be bound by all clauses in this Article in the same manner as the Arbitration Board.

Notwithstanding any of the foregoing, if either Party does not agree to the use of a sole arbitrator, the matter shall without seeking agreement of the other Party be heard and determined by a tri-partite board instead of a sole arbitrator. In such case, the Party wishing to submit the issue to a tri-partite board should indicate, in its notice of intent to arbitrate or in a response to the other Party's intent to arbitrate, that the matter will be heard by a tri-partite Board of Arbitration. The Party wishing to submit the issue to a tri-partite board will at the same time provide the name and address of its nominee to the Arbitration Board. Within ten (10) working days after receiving such notice, the other Party shall respond by indicating the name and address of its nominee to the Arbitration Board. The two nominees so nominated shall, within ten (10) working days after the receipt of the appointment of the second of them, appoint a third person who shall be the chairperson of the Arbitration Board. If they are unable to agree on such a Chairperson or nominee, then

either Party may then request an appointment be made by the Minister of Labour.

No person may be appointed as a nominee or chairperson who has been directly or indirectly involved in an attempt to negotiate or settle the grievance.

The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or give any decision inconsistent with the terms and provisions of this Agreement.

Each of the Parties hereto will bear the fee and expenses of the nominee appointed by it and the Parties will equally share the fees and expenses of the chairperson of the Arbitration Board.

The arbitration award shall be binding on the Parties to this Agreement and any employees involved.

Time limits provided in this Article 16 may be varied or extended by specific written agreement of the Parties in any particular proceeding.

#### Mediation Dispute Resolution

By mutual agreement a grievance which has been submitted to arbitration may be referred to a Dispute Resolution Mediator. The Parties shall share equally in the costs involved in the appointment of a Dispute Resolution Mediator. The Mediator shall not order a resolution of the grievance but may make recommendations to the Parties.

#### 16.02 Arbitration and Mediation Leave

The Employer agrees that one Union representative and the grievor involved in the processing of a grievance, if active employees, shall not suffer any loss of regular wages during their attendance at arbitration or mediation hearings scheduled on normal working days. It is understood that this clause applies to meetings held during the employee's normal working hours. Afternoon and night shift employees' schedules may be adjusted to attend the arbitration or mediation. No overtime compensation will be granted for meetings extending beyond the employee's normal working hours.

It is understood no payment for time lost shall be made for attendance at such hearings to Union witnesses.

### **ARTICLE 17 - HARASSMENT & DISCRIMINATION – COMPLAINTS AND GRIEVANCES**

#### 17.01 Options of Process

The employee shall have the right to choose the process by which their complaint is

resolved. The employee may select the process outlined below or the process outlined in the University's Policy on Harassment. At any point in the process the complaint may be referred to the Human Rights Commission.

An employee who has a complaint of harassment or discrimination as defined in Article 5.01 shall first raise the matter with the most senior non-bargaining unit manager (director, chair, dean etc.) in the department by submitting in writing the nature of the employee's complaint and the remedy sought. The time limits set out in Article 14 do not apply to complaints under this section, provided that the complaint is made within a reasonable time of the conduct complained of and having regard to all the circumstances. Should the circumstances warrant, the complaint may be raised with the next higher level of management in the appropriate line structure.

#### Step 1 - Complaint Investigation

- (a) The manager shall within five (5) working days schedule a meeting with the complainant and obtain all relevant details from the complainant concerning the allegation(s) of discrimination/harassment. The manager shall record and document all relevant details concerning the complaint.
- (b) Within fifteen (15) working days of such meeting, the manager shall complete an investigation of the complaint by meeting with each of those concerned including the alleged harasser.
- (c) On completion of the investigation the manager shall determine the appropriate course of action to be taken, and the manager shall communicate in writing within ten (10) working days their decision to the complainant which shall include a copy of the report and will outline the conclusion(s) drawn, decision(s) reached and action(s) which shall be taken concerning the disposition of the complaint. A copy of all written communication shall be forwarded to the Assistant Vice President, Human Resources.
- (d) Where the manager does not have jurisdictional authority over the respondent, the manager shall involve the appropriate line manager in the investigation.

#### Step 2 - Grievance

- (a) If the complainant is not satisfied with the written response received from the manager within ten (10) working days of the receipt of such written response, the complainant may forward a written grievance to the Assistant Vice President, Human Resources.
- (b) On receipt of the formal written grievance, the Assistant Vice President, Human Resources or designate shall schedule a meeting with the complainant to review the complaint, determine the areas of disagreement or dissatisfaction with the communication and the remedy sought by the complainant.

- (c) The Assistant Vice President, Human Resources or designate shall then schedule a meeting with the investigating manager(s) and review all documentation, report(s) and evidence upon which the manager's decision was made, and if warranted conduct an investigation of the alleged incident(s). The Assistant Vice President, Human Resources or designate shall complete the investigation within thirty (30) working days of receipt of the grievance.
- (d) At the completion of the investigation, the Assistant Vice President, Human Resources or designate, shall within ten (10) working days schedule a meeting with the complainant and shall communicate the results of the investigation including conclusions reached and disposition of the grievance.
- (e) The Assistant Vice President, Human Resources or designate shall then further communicate the decision in writing to the complainant within ten (10) working days of the scheduled meeting referred to above.

### Step 3 - Arbitration

If the decision of the Assistant Vice President, Human Resources or designate is not satisfactory or if none is communicated within the time limits referred to above, the grievance may be submitted - within ten (10) working days after the expiry of the time limit set out above for the written communication of the decision of the Assistant Vice President, Human Resources or designate - by the Union to arbitration as set forth in Article 16.01.

### Time limits for Processing Harassment Grievance

- (a) No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure outlined above.
- (b) Time limits provided for in this Article may be varied or extended by specific written agreement of the parties in any particular proceeding.

### 17.02 Representation During Investigation

- (a) The manager(s) investigating allegation(s) of harassment shall be permitted to be accompanied by another non-Bargaining Unit member during the entire investigation process.
- (b) The employee shall have the right to be accompanied by a Union Representative at all and any meetings during the investigation process.

### 17.03 Confidentiality

- (a) All University representatives, who are privy to information, or in possession of documentation pertaining to matters/incidents involving harassment, shall hold such in

strict confidence. This shall include refraining from discussions or releasing information in any form, except as required by law.

- (b) All other parties, involved in, or privy to, information concerning matters/incidents involving harassment shall likewise refrain from divulging such information or documentation in any way that might damage reputations or influence the course of proceedings.

## **ARTICLE 18 - HOURS OF WORK**

- 18.01 (a) The normal hours of work for all Caretakers and Lead Hand Caretaker employees, Groundskeeper/Driver, Lead Hand Groundskeeper/Driver classification including Term/Task employees, shall be as follows:

### **Shift No. 1**

**(Monday to Friday)**

**Shift premium of \$1.25/hour for 5 am to 7 am**

Eight and one-half hours between:

5:00 a.m. to 1:30 p.m., including 30 minutes for lunch period (not paid)

Positions Assigned to this Shift:      Approximately (3).

### **Shift No. 2**

**(Monday to Friday)**

**No Shift Premium Paid**

Eight and one-half hours between:

7:00 a.m. - 3:30 p.m., including 30 minutes for lunch period (not paid)

Positions Assigned to this Shift:      Approximately (13)

### **Shift No. 3**

**(Monday to Friday)**

**Shift Premium of \$1.00/hr for 3:30 pm to 6:30 pm**

Eight and one-half hours between:

10:00 a.m. to 6:30 p.m., including 30 minutes for lunch period (not paid)

Positions Assigned to this Shift:      Approximately (14)

### **Shift No. 4**

**(Monday to Friday)**

**Shift Premium of \$1.00/hour**

**Monday to Thursday:**

Eight and one-half hours between:

3:00 p.m. to 11:30 p.m., including 30 minutes for lunch period (not paid)

**Friday:**

**Shift premium of \$1.00/hr for 3:30 pm to 9:30 pm**

Eight and one-half hours between:

1:00 p.m. to 9:30 p.m., including 30 minutes for lunch period (not paid)

Positions Assigned to this Shift: Approximately (10)

**Shift No. 5** (Monday to Friday)  
Shift Premium of \$1.25/hour

Eight and one-half hours between:  
10:30 p.m. to 7:00 a.m., including 30 minutes for lunch period (not paid)

Positions Assigned to this Shift: Approximately (14)

**Shift No. 6** (Wednesday to Sunday) - shift applicable to new hires as at September 1, 1994

Eight and one-half hours between:  
10:00 a.m. to 6:30 p.m., including 30 minutes for lunch period (not paid)

Shift Premium of \$1.00/hour for 3:30 pm to 6:30 pm (Wednesday to Friday inclusive)  
Shift Premium of \$1.10/hour for 10:00 am to 6:30 pm (Saturday hours only)  
Shift Premium of \$1.20/hour (Sunday hours only)

Positions Assigned to this Shift: Approximately (2)

**Shift No. 7** (Wednesday to Sunday)

Eight and one-half hours between:  
10:30 p.m. to 7:00 a.m., including 30 minutes for lunch period (not paid)

Shift Premium of \$1.25/hour for 10:30 pm to 7:00 am (Wednesday to Friday inclusive)  
Shift Premium of \$1.10/hour for 10:30 pm to 7:00 am (Saturday hours only)  
Shift Premium of \$1.20/hour (Sunday hours only)

Positions Assigned to this Shift: Approximately (1)

**Shift No. 8** (Friday to Tuesday)

Eight and one-half hours between:  
10:00 am to 6:30 pm, including 30 minutes for lunch period (not paid)

Shift Premium of \$1.00/hour for 3:30 pm to 6:30 pm (Friday, Monday, Tuesday)  
Shift Premium of \$1.10/hour for Saturday hours only  
Shift Premium of \$1.20/hour for Sunday hours only

Positions Assigned to this Shift: Approximately (1)

**Shift No. 9** (Friday to Tuesday)

Eight and one-half hours between:

10:30 pm to 7:00 am, including 30 minutes for lunch period (not paid)

Shift Premium of \$1.25/hour for 10:30 pm to 7:00 am (Friday, Monday, Tuesday)

Shift Premium of \$1.10/hour for Saturday hours only

Shift Premium of \$1.20/hour for Sunday hours only

Positions Assigned to this Shift:      Approximately (1)

The number of positions assigned to the various shifts listed immediately above is subject to operational requirements. The number of positions allocated against each shift may be redistributed by the University at its discretion. However, the changes shall be discussed with the Local Union. The University will hear and consider any representation made by the Local Union provided that it is made within five (5) working days of receipt of notice that such changes shall be made.

Each of the shifts as described above will be accompanied with a work assignment form, detailing the areas of responsibility and the duties within the designated area.

### **Shifts for Trades:**

The normal hours of work for all Maintenance Carpenters, Maintenance Electricians, Refrigeration/Air Conditioning Systems Mechanics, Maintenance Mechanic 'B's, Maintenance Painters, Maintenance Plumbers, General Maintenance Workers, Lead Hand Trades, HVAC Systems/Control Mechanics, and Maintenance Steamfitters shall be:

#### **Shift No. 1**

**(Monday to Friday)**

**No Shift Premium Paid**

Eight and one-half hours between:

7:00 a.m. and 3:30 p.m., including 30 minutes lunch period (not paid)

#### **Shift No. 2**

**(Monday to Thursday)**

**Shift Premium of \$1.00/hour**

Eight and one-half hours between:

3:00 p.m. to 11:30 p.m., including 30 minutes lunch period (not paid)

**(Friday)**

**Shift Premium of \$1.00/hour from 3:30 pm  
to 9:30 pm**

Eight and one-half hours between:

1:00 p.m. and 9:30 p.m., including 30 minutes lunch period (not paid)

- 18.01 (b) All new employees shall report to the Supervisor in uniform at the start of their shift. All employees will be required to be in uniform before they may pick up keys at the

start of their shift. Further, all employees are required to be in uniform until the ten (10) minute wash-up period prior to the end of their normally scheduled shift.

- (c) The University shall have the right to implement other hours of work for shift schedules in accordance with operational requirements. When the University implements other hours of work and/or shift schedules, it will provide to the Local Union six (6) weeks' notice of such change(s).

The change(s) will be discussed with the Local Union. The University will hear and consider any representation made by the Local Union provided that it is made within the notice period.

The University will endeavour to reach agreement with the Local Union before implementing such change(s). Should there be no agreement, the University will provide the Local Union with reasons in writing, for implementing without agreement. It is understood that all of the foregoing will take place within the six (6) week notice period unless an extension to the notice period is mutually agreed to by the Parties.

- (d) In the case of unforeseen and/or unexpected situations which require follow-up and maintenance work for a temporary period of time, the University will temporarily institute other hours of work and/or shift schedules when necessary in accordance with operational requirements until the necessary work is completed.

Due to the unforeseen nature of the work required above, the University will advise the Local Union and the employees affected in each circumstance to the change in hours, the time period involved and the rationale for the change in hours. An employee should be given as much prior notice as possible before changing the employee's shift hours of work. The minimum time of such notice must be eight (8) hours and there must be a minimum time spread of eight (8) hours between shifts. Failure to provide eight (8) hours notice and eight (8) hours minimum time spread between shifts shall require the University to pay the appropriate overtime premium for that shift.

- (e) Any hours of work as a result of regular shifts commencing before 12:00 midnight Sunday will be paid at the prevailing hourly rate for the job description and will not be considered as subject to the conditions of 19.04. Such modified hours may be terminated by the Employer by providing 48 hours notice.
- (f) The University will consider requests in order of greatest seniority from employees regularly assigned to the night shift to be temporarily assigned to the day shift for the following period only:

Beginning five (5) working days prior to the mid-winter term break closure and up to and including the first week of January. A sign-up sheet will be posted during the first week of December each year and will be posted for a period of three (3) working days only. The deadline for sign-up shall be clearly indicated on the sign-up sheet.

Thereafter, the Manager, Custodial Services and Groundskeeping shall consider all such requests, and subject to operational requirements make a decision as to the temporary reassignment to the day shift, starting with the most senior employee who signed up. The manager's decision shall be communicated to the employees concerned within seven (7) working days following the deadline date on the sign-up sheet.

Operational requirements shall be the main criteria used to determine whether an employee(s) may be permitted to be temporarily assigned to the day shift during this period.

18.02 Rest Breaks

The Employer agrees that each employee shall be entitled to a paid rest break away from their work station of fifteen (15) minutes, in each four hour half shift. Such breaks will be scheduled by the employee's Supervisor.

18.03 Wash-Up Time

All employees shall be entitled to a ten (10) minute wash-up period prior to the end of their normally scheduled shift.

18.04 Duty Roster

The Employer shall post a Shift Duty Roster on the staff room bulletin board notifying employees of any change in shift duty not less than five (5) days prior to each planned change; shift changes resulting from unforeseen operating requirements shall not be subject to this time restriction, but shall be posted as much in advance as circumstances permit.

18.05 Assignments to Shifts

In determining regular assignments to shifts, seniority shall be used subject to the qualifications of the position and the employee's ability to perform the full requirements of the tasks involved in a given shift.

18.06 If the Employer decides to implement shift changes under Article 18.01(c), it will use the following process:

- (a) The Employer will ask for volunteers for the other hours of work or shift schedules. Only employees qualified (as set out in Article 12.06) to perform the work will be considered as eligible volunteers. Eligible volunteers will be selected based on seniority.

- (b) If there are not enough volunteers for the other hours of work or shift schedules, qualified (as set out in Article 12.06) employees will be assigned to the other hours of work or shift schedules in reverse order of seniority.

## **ARTICLE 19 - OVERTIME AND PREMIUM RATES**

19.01 An employee shall be paid at the rate of one and one-half times (1 ½) their applicable hourly rate or in compensating time off at time and a half for authorized time worked by the employee in excess of eight (8) hours per day, subject to Article 19.03. The opportunity to work overtime will be shared fairly by the employees available, qualified and willing to perform the work required. The choice of pay or compensating time off shall be the employee's, subject to Article 19.03. The employee's choice must be communicated to the appropriate supervisor in writing within twenty-four (24) hours of the overtime being completed. If no choice is communicated, the employee will be paid for the time in question.

(See Schedule 'D')

19.02 (a) All employees shall be paid at the rate of time and one-half (1 ½) or receive compensating time off at time and a half (1 ½), for work done on Saturdays, except if such work is part of their normal shift as outlined in Article 18.01 (a), and at the rate of double time for work done on Sundays, except if such work is part of their normal shift as outlined in Article 18.01 (a). The choice of pay or compensating time off will be the employee's, subject to Article 19.03. The employee's choice must be communicated to the appropriate supervisor in writing within twenty-four (24) hours of the overtime being completed. If no choice is communicated, the employee will be paid for the time in question.

(b) Assigned Overtime

Normal overtime scheduled and assigned by management to any classifications shall be paid at the rate of one and one-half (1 ½) times the employee's applicable hourly rate or in compensating time off at the rate of time and one-half (1 ½) for work assigned on a Saturday, and at the rate of double time for work assigned on a Sunday. The choice of pay or compensating time off will be the employee's, subject to Article 19.03. The employee's choice must be communicated to the appropriate supervisor in writing within twenty-four (24) hours of the overtime being completed. If no choice is communicated, the employee will be paid for the time in question.

In the event of an emergency which would interfere with the ordinary working of the plant, and where an employee is required and assigned to work all or part of a third consecutive shift, the employee will be paid at two (2) times the employee's regular hourly rate of pay for each hour worked in the third shift only or receive compensating time off at double time for each hour worked in the third shift only. The choice of pay or compensating time off shall be the employee's, subject to Article 19.03.

19.03 Compensating Time Off

Lieu time off at the equivalent rate may be substituted for payment, provided that no more than forty-eight (48) hours may be accumulated at any one time in this manner.

All compensating time off leave is subject to operational requirements, and all plans for taking such leave must be discussed by the employee with their immediate Supervisor well in advance; prior approval by the Supervisor is required for such leave; and approval shall not be unreasonably withheld.

19.04 The Employer shall endeavour to notify employees eight (8) hours in advance of activities in the University, at times other than the employee's regularly scheduled shift, making it necessary for the employee to report for work.

19.05 If an employee has completed their normal shift and has left the University and is later called to perform additional work, the employee shall be paid a minimum guarantee of three (3) hours pay at the appropriate overtime rate as defined by this Agreement. In addition, the employee shall receive an additional payment in recognition of the cost of travel to and from the University. Such payment shall be the greater of:

- (a) the mileage allowance for official travel then prevailing in the University;
- (b) the lump sum of \$15.00; or
- (c) the full cost of taxi fare(s) if that means of transportation has been specifically authorized by a Supervisor and used and if the employee presents credible vouchers for the fare paid; provided further that
- (d) If more than one employee recalled to work rides in the same private car or taxi, only one mileage allowance or taxi fare shall be claimed and paid by the University. The provisions of Article 19.05 (a) to (d) above shall also apply to Bargaining Unit members who are assigned to work overtime between the hours of 1:00 a.m. to 7:00 a.m.

19.06 In addition, when an employee is assigned to "on call" the employee shall be paid an additional eight (8) hours pay for each seven (7)-day period the employee is assigned to "on call". "On call" assignments shall normally be for a seven (7)-day period at a time.

Employees "on call" shall be issued University owned cell phones which they shall be required to carry at all times during the "on call" assignment. They shall also be required during the "on call" assignment to telephone immediately, within five (5) minutes of receiving the phone call; and if requested to report for work, to do so without undue delay.

- 19.07 In addition to the regular rate of pay for the statutory holiday, any hours worked, on paid holidays as set out in this Agreement, shall be compensated at one and a half times (1 ½) or compensating time off. The choice of pay or compensating time off shall be the employee's, subject to Article 19.03.
- 19.08 Employees shall work in accordance with Article 18 - Hours of Work.
- 19.09 Any employee who is required to work ten (10) consecutive hours, exclusive of lunch time, if such hours are not part of the normal shift assigned to them, without at least eight (8) hours notice prior to the start of the employee's shift, will be entitled to a meal allowance of twelve dollars (\$12.00).
- 19.10 Employees shall be paid a shift premium as shown in Article 18.
- 19.11 All of the preceding overtime provisions in this Article apply to employees, save and except student employees.

## **ARTICLE 20 - VACATIONS**

### **20.01 Vacations**

Members of the Bargaining Unit serving on probationary and regular appointments shall be entitled to vacation leave with pay as follows:

- a) One and one-quarter (1 ¼) working days of leave per month of service up to and including the eighth year of employment (three (3) weeks per year).
- b) One and two-thirds (1 ⅔) working days from the beginning of the ninth (9) year and during subsequent years of employment (four (4) weeks per year).
- c) 2.08 working days of leave per month during the fifteenth (15) year of service (5 weeks per year).
- d) 2.50 working days of leave per month of service during the 25<sup>th</sup> year of service (six (6) weeks per year).
- e) In addition to 20.01(d) above, during the 25<sup>th</sup>, 30<sup>th</sup>, and 35<sup>th</sup> year of employment only, members of the Bargaining Unit shall be entitled an additional week of vacation leave.

- f) Notwithstanding the provisions in (a), (b) (c), (d) and (e) above, vacation leave shall not accrue during leave without pay from the twenty-third working day on nor during the period of sick leave and long term disability leave from the beginning of the seventh (7) month of such leave, on.
  - g) After an employee has been off without active service for a period of twelve (12) months, accrued vacation credits on the employee's account will be paid in cash.
  - h) In the 20th year of employment, an employee will be provided one-half (½) day paid leave (i.e. half day Friday afternoon) for each long weekend that occurs in May, July and August. In addition, these employees shall receive a paid leave day recognizing their birthday. This entitlement shall not be carried over to subsequent years.
- 20.02 (a) All vacation schedules are subject to overriding consideration of service requirements and are discretionary to the Employer.
- (b) Approved vacation leave shall be limited to four (4) consecutive weeks in duration for each occasion of requested vacation leave. Approval is subject to operational requirements.
- (c) Subject to overriding considerations of service, the four (4) consecutive week duration may be extended. Approval is subject to operational requirements.
- 20.03 A member of the Bargaining Unit who wishes to schedule vacation leave or wishes to supplement vacation leave with a leave of absence without pay shall submit a request in writing to the Supervisor indicating the Employee's preference and request.
- Vacation requests for June to November inclusive shall be subject to operational requirements and shall be granted on a seniority basis within each job classification if requested in writing before April 1. The vacation schedule for said period shall be posted *on* or before April 15 on the staff bulletin board or digital electronic boards. Vacation requests for the period made after April 1 shall be considered on a first come, first served basis.
- Vacation requests for December to May inclusive shall be subject to operational requirements and shall be granted on a seniority basis within each job classification if requested in writing before October 1. The vacation schedule for said period shall be posted *on* or before October 15 on the staff bulletin board or digital electronic boards. Vacation requests for the period made after October 1 shall be considered on a first come, first served basis.
- 20.04 A vacation schedule shall be prepared and finalized in each year on or before April 15 and *on or before October 15*, and shall not be changed except with the approval of the Director, Campus Facilities and Sustainability.

- 20.05 If a paid holiday as defined in 21.01 below falls within an employee's vacation period, it shall not be charged against the employee's vacation credits.
- 20.06 An employee may carry over unused vacation credit to a maximum of fifteen (15) days for those employees whose vacation entitlement is 1.25 days per month, up to a maximum of twenty (20) days for those employees whose vacation entitlement is 1.66 days per month, and up to a maximum of twenty-five (25) days for those employees whose vacation entitlement is 2.08 days per month, and up to a maximum of thirty (30) days for those employees whose vacation is 2.50 days per month.
- Once the maximum accumulation of vacation credits is reached (either thirty (30) days, forty (40) days, fifty (50) days, or sixty (60) days), the University has the sole and exclusive right to schedule and instruct the Bargaining Unit member to take any vacation credits accrued above the maximum.
- 20.07 Any credit balance of accrued vacation leave standing on the leave account of a member of the Bargaining Unit on the day of separation from employment shall be commuted to cash at the rate of the employee's wages; otherwise accrued vacation leave is not commutable to cash.
- 20.08 Vacation pay for all actual overtime hours worked between June 1 and May 31 of each year will be paid to all regular and probationary employees at the rate of 6% for employees whose vacation entitlement is 3 weeks per year and 8% for employees whose vacation entitlement is 4, 5, or 6 weeks per year. The payment will be made once a year in the month of June.
- 20.09 Provided that medical evidence is produced, satisfactory to the University, an employee seriously ill or injured or hospitalized as inpatient, while on vacation leave, shall have all time seriously ill or injured, to a maximum of sixty-six (66) working days, credited as sick leave and shall then have the lost vacation days rescheduled at a later date.

## **ARTICLE 21 - PAID HOLIDAYS**

- 21.01 Provided an employee, including a Term/Task employee, complies with the conditions set forth in 21.03 (a), the employee shall be entitled to be absent on each of the following days and to be paid in each case the employee's normal straight time hourly rate as if they had worked during those days the number of hours normally assigned to them for the day preceding the holiday:

Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
New Year's Day	Family Day
Good Friday	Victoria Day

and for probationary and regular employees such additional days (usually three (3) at Christmas time) during which by the Employer's designation the University is closed. These holidays are in addition to any days the University may choose to offer at its discretion.

Note: Remembrance Day

Veterans shall be permitted to attend Remembrance Day observations on request without loss of regular earnings.

- 21.02 Should any of the above holidays fall on an employee's regular work day another day shall be observed as the holiday.
- 21.03 Should an employee be required to work on any of the additional days during which the University is closed by the Employer's designation in order to maintain essential services, the employee shall receive in lieu another day off with normal pay. Refer to the University Policy on "Procedures for Restricting/Closing Operations Because of Severe Weather Conditions":
- (a) Except where the employee is on authorized vacation or leave with pay, the employee must have worked all or part of their last scheduled shift prior to the holiday and all or part of the first scheduled shift after the holiday.
- 21.04 Any of the dates set out in 21.01 of this Agreement for the celebration of paid holidays may be changed by the consent of both Parties.

**ARTICLE 22 - UNIVERSITY DESIGNATED CLOSURE**

- 22.01 Should an employee be required to work on any days which the University is closed by the Employer's designation in order to maintain essential services, the employee shall receive two (2) times their regular salary for all hours worked during the closure, in addition to their regular pay.

**ARTICLE 23 - SICK LEAVE**

- 23.01 Subject to the provisions of the Long-Term Disability Insurance Salary Continuance Plan (see 24.01 below) each probationary or regular employee who is absent from work because of personal illness lasting sixty-six (66) consecutive working days or less will continue to receive their normal daily rate of pay (exclusive of overtime and shift bonus) provided:
- (a) Employees are expected to attend work regularly. When unable to attend work because of personal illness, the employee must contact their Supervisor or, in the Supervisor's absence the employee must leave a message on the Supervisor's voice mail, as far in advance as possible but no later than one (1) hour prior to the

employee's scheduled starting time, indicating that they are unable to attend work due to illness, the date of their expected return and where they can be contacted during their absence; and

- (b) the Employee must continue to contact their Supervisor on each day for the duration of the absence, unless the employee provides medical documentation with a specified return to work or reassessment date. The University may require the employee to obtain a physician's note to substantiate the personal illness normally after an absence of three (3) consecutive days or following seven (7) cumulative working days. In such cases, the Employer shall pay the cost of the medical note; and
- (c) Normally where the Employer needs additional medical information, it will first request further and better particulars from the employee who shall obtain such from their physician.
- (d) In exceptional circumstances, the University may refer the employee to an independent medical consultant. The costs for such examinations shall be borne by the University. Where such assessment indicates illness, the member will be entitled to the provisions of 23.01 immediately above. Alternatively, the University will accommodate the employee to the point of undue hardship, where applicable.

23.02 Where the University judges a member's performance of their duties and obligations to be substantially impaired and has reasonable grounds to believe this impairment may be the result of illness, in exceptional circumstances, the University may require that the employee undergo an independent medical examination. The costs for such examinations shall be borne by the University. Where such assessment indicates illness, the member will be entitled to the provisions of 23.01 immediately above. Alternatively, the University will accommodate the employee to the point of undue hardship, where applicable.

Whenever the University acts according to the provisions of 23.02 above, it shall notify the Union immediately.

23.03 (a) Employees who have been on continuous sick leave for more than ten (10) working days or those employees who have been on long term disability benefits or WSIB, and are scheduled to return to active employment, will be required to provide the University with medical documentation, acceptable to the University, indicating the prognosis, dates of absence and any accommodation which may be required. Where such a request is made the member may not return to work without the above documentation. In exceptional circumstances, where the medical documentation is not acceptable to the University, the University may refer the employee to an independent medical consultant. The costs for such examinations shall be borne by the University. Where such assessment indicates illness, the member will be entitled to the provisions of 23.01 immediately above. Alternatively, the Employer may accommodate the employee to the point of undue hardship, where appropriate

- b) In the event that the employee returns to active employment on a partial workload basis (i.e. less than eight (8) hours per day) for a specified period of time the employee shall be paid a proportional salary reflecting the reduced workload for the period of reduced hours only. This is not inclusive of any other benefits/payments to which the employee may be entitled.

## **ARTICLE 24 - BENEFITS**

- 24.01 The Employer shall provide for probationary and regular employees a benefits package as follows (in addition to statutorily required benefits viz: CPP, EI, WSIB):
- Semi Private Hospital Accommodation
  - Supplemental Medical Benefits (including vision care reimbursement of seven hundred (\$700) for any combination of the following: prescription contact lenses, glasses, and/or laser eye surgery within an eighteen (18) month period.)
  - Long Term Disability Income
  - Dental Plan
  - TMU Pension Plan (TMUPP)
  - Business Travel Accident Insurance (Optional) (Note: coverage for Business Travel Accident Insurance will cease at the earlier of retirement or age 72).
  - Optional Death and Dismemberment Insurance (Note: coverage for Optional Death and Dismemberment Insurance will cease at the earlier of retirement or age 72).
  - Staff Development (Tuition Free Courses and Tuition Rebate)
  - Retiree Benefits (Optional)
- 24.02 The terms and conditions of the above listed voluntary benefits shall be as stipulated in the relevant instruments (insurance policies, Board of Governors resolutions) copies of which are available for perusal to the Union and any of its members.
- 24.03 Except for the Optional Death and Dismemberment Insurance and Retiree Benefits which shall be financed entirely by the employees, the two pension plans (CPP and TMUPP) which shall be financed by equal contributions of the Employer and the Employees and the unemployment insurance which shall be financed as provided by the relevant regulations, the other benefits shall be financed entirely by the Employer.
- 24.04 The Union recognizes the Employer's right to alter from time to time the specific terms of these instruments provided; however, that this does not result in any lessening of existing benefits.
- 24.05 Temporary or Term/Task Employee Benefits Entitlements
- Employees who are:

- (a) Temporary or Term/Task who are hired and who are employed for less than four (4) months; and/or
- (b) Part-Time employees working less than half of the normally scheduled hours in a normal work week shall be covered only by CPP, EI and WSIB.

24.06 A Temporary or Term/task employee's appointment lapses on a specified date, and as such the employment relationship with the University ceases on that specified date. Further a Temporary or Term/Task employee may be terminated prior to the expiry date of their appointment, and as such the employee shall be given notice in writing, the length of such notice being in accordance with the *Employment Standards Act* provisions. Such decisions are not grievable by the employee and/or the Union.

A Temporary or Term/Task employee shall not have the right to access the Lay Off and Recall provisions of the Collective Agreement, irrespective of length of service or employment with the University.

The University may terminate the employment relationship and/or contract at any time and the Temporary or Term/Task employee, irrespective of length of service and/or the Union shall not be entitled to grieve such termination.

24.07 Temporary or Term/Task employees with more than four (4) months of service up to and including twelve (12) months of continuous service.

Notwithstanding clause 24.05 above, after a Temporary or Term/Task employee has been continuously employed for four (4) months or more and up to and including twelve (12) consecutive months of service, the employee shall be entitled to the following benefits:

(a) Semi-Private Hospital Accommodation

Employer paid for employees.

(b) Sickness Coverage

During the total period of the appointment, an employee who is unable to report for work due to illness will be paid salary, at the normal daily wage, at a rate of 1 day per month during the contract period, but will be limited to a maximum of 10 days sick pay in any twelve (12) months period of continuous employment. A doctor's Certificate after three (3) days continuous absence or following five (5) cumulative days will be necessary.

(c) Vacation Pay

A Temporary or Term/Task employee shall be entitled to vacation leave with pay of one (1) day of leave per month of service up to a maximum of ten (10) days in any twelve (12) months period of continuous employment.

(d) Vision and Dental

Temporary or Term/Task employees are eligible for vision and dental benefits on a 60/40 co-insurance basis.

24.08 A Temporary or Term/Task employee with more than twelve (12) months of continuous service will be entitled to the following benefits package:

(a)

- TMU Pension Plan (TMUPP)
- Semi-Private Hospital Accommodation
- Supplemental Medical Benefits
- Dental Plan

(b) Sick Leave

A Temporary or Term/Task employee who is unable to report for work due to illness will be paid their salary, at the normal daily wage, at the rate of 1.83 days per month during the contract period, but will be limited to a maximum of 22 days sick leave and pay in any twelve (12) months period of continuous employment. A doctor's certificate after three (3) continuous day's absence or following seven (7) cumulative days will be necessary. In such cases, the Employer shall pay the cost of the medical note.

(c) Vacation

A Temporary or Term/Task employee shall be entitled to vacation leave credits with pay of one and one quarter (1 1/4) days per month of service up to a maximum of fifteen (15) days in any twelve (12) months period of continuous employment.

(d) Tuition Waiver

A Temporary or Term/Task employee shall be entitled to attend two (2) half courses per calendar year taken at the University subject to meeting the University's normal admission requirements and must be accepted, in competition with others, under the usual selection system.

## **ARTICLE 25 - LEAVE OF ABSENCE**

25.01 The Employer agrees that employees who are selected to fill a Union office shall be granted a leave of absence without pay and without loss of seniority for a period of up to one (1) year.

25.02 General Leave

An employee may apply for a leave of absence without pay for personal reasons by making an application in writing to the Employer at least fourteen (14) days in advance of the date on which the employee desires to leave. The granting or refusal of such an application shall be determined by the Employer. In reaching its decision, the seniority of the applicants shall be a factor. The decision of the Employer, in writing, shall be given to the applicant within one (1) week after the date of the application. In the event an employee requests and receives approval for a leave of absence without pay lasting more than twenty-two (22) working days, the Bargaining Unit member shall be required to pay the full cost of benefits for the duration of such leave.

25.03 Leave for Union Conventions, Conferences, and Seminars

Provided the Employer is given at least five (5) days advance notice, leave of absence without loss of seniority shall be granted upon request to the Employer for two (2) employees selected or appointed (or their alternates) to represent the Union at Union Conventions, Seminars, Conferences, Executive and Committee Meetings of CUPE, its affiliated or chartered bodies. Such time will not exceed a total of thirty (30) employee days in any one (1) calendar year. The salary cost of such leave for the employees concerned shall be equally shared by the Parties. Such time shall be accounted as work time for purposes such as wages, benefits and vacation credits.

25.04 Bereavement

An employee, including a Term/Task employee, shall be granted up to a maximum of five (5) days leave of absence without loss of wages in the event of death of a parent, parent-in-law, step-parent, grandparents, grandparents-in-law, step-grandparent, grandchildren, step-grandchildren, spouse, brother, sister, sister-in-law, brother-in-law, child, or a step-child. Employees requiring additional time for travelling to and from the funeral will be allowed to take the time as vacation entitlement, time off in lieu of overtime work, or leave without pay. In administering this clause, the University shall recognize same-sex relationships. The University will inform the Union of any employee taking bereavement.

25.05 Military or Civil Defence Training Leave

The Employer may grant a leave of absence for not more than one (1) week with pay and not more than one (1) week without pay in a fiscal year to employees for the purpose of permitting them to take military or civil defence training.

25.06 Employment Standards Act

Bargaining Unit employees shall be entitled to leaves outlined in the Ontario *Employment Standards Act*. Bargaining Unit employees may be granted Compassionate Care Leave in accordance with the provisions of the Canada *Employment Insurance Act*.

25.07 Political Leave

A member of the Bargaining Unit who is a candidate for elective political office (federal parliament, provincial legislature, municipal council, commission or board) shall be granted during the political campaign special political leave without pay for up to one (1) month if a candidate for parliament or legislature, and for up to five (5) working days if a candidate for a municipal council, commission, board or the like.

25.08 Pregnancy Leave

Members of the Bargaining Unit shall be entitled to pregnancy leave from time to time as provided for in the *Employment Standards Act*. During such leave the University will pay to the member a Supplementary Unemployment Benefit (SUB) at the time that normal salary payments would be paid.

During pregnancy leave the University shall pay 95% of the employee's salary minus any payments to which the employee is entitled under the *Employment Insurance Act* as outlined below:

(a) Pregnancy Leave Benefit Level

It is understood that for the duration of the pregnancy leave, which will not exceed seventeen (17) weeks, the combined weekly level of Employment Insurance benefit, SUB payments and other earnings will not exceed 95% of the member's normal weekly earnings.

In accordance with the SUB Plan requirements, for the first week of the leave, the employee shall receive 95% of her salary from the University.

For the next sixteen (16) weeks she shall receive payment(s) equal to the difference between the sum of the weekly Employment Insurance benefits and any other earnings received by the employee and the 95% of the actual salary which she was receiving on the last day worked prior to the commencement of the pregnancy leave.

(b) Application

The Bargaining Unit members must apply for and be in receipt of Employment Insurance benefits before the SUB payments become payable.

(c) Non-Receipt of Employment Insurance Benefits

A Bargaining Unit member who is not in receipt of Employment Insurance benefits will not be eligible for the SUB payments.

(d) Approval of SUB Plan

The implementation of the pregnancy leave provisions as mutually agreed to by the Parties and reflected in the SUB Plan as outlined above, is subject to required approval by the applicable federal agencies.

- (e) The members do not have the right to SUB payments except for supplementation of Employment Insurance Benefits for the unemployment period as specified in this Article.
- (f) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under this plan.

25.09 Parental Leave

- (a) Every Bargaining Unit member who becomes a parent of a newborn or adopted child is entitled to an unpaid parental leave in accordance with the provisions of the *Employment Standards Act*. The employee must provide the Employer with a minimum of two (2) weeks written notice prior to commencing parental leave. The University will further provide such employees with up to six (6) weeks paid leave of absence at 95% of salary less any EI payments to which the employee is entitled. Normally, such paid leave will be in respect of the first six (6) weeks of absence and is contingent upon the employee applying for EI.
- (b) The above paid and partially paid period of leave shall not increase the total eligible time away from work which shall be as provided for by the *Employment Standards Act*.
- (c) Parent includes an employee with whom a child is placed for adoption and an employee who is in a relationship of some permanence (in accordance with the *Family Law Act*) with a parent of a child and who intends to treat the child as their own.
- (d) Parental leave may begin no more than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- (e) Where a pregnancy leave is taken, parental leave must begin immediately when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.

25.10 At the request of the employee and at the discretion of the Employer, parental leave may be extended beyond the period foreseen in the *Employment Standards Act* for up to a total of six (6) months, without a loss of seniority, except that during the period of any such

extension the employee shall bear the full cost of the benefits package.

25.11 Transition week payment

Once an employee has exhausted their Employment Insurance payments during the course of their pregnancy or parental leave, the University will provide them with a transition week of pay equal to ninety-five percent (95%) of their normal salary. This week will normally be incurred in week 52 or 78 of their standard or extended leave.

25.12 Where a member of the Bargaining Unit's spouse gives birth, the employee will be allowed a leave of absence with pay for up to ten (10) working days immediately following the birth of the child.

25.13 Jury Leave

Where a member of the Bargaining Unit is called to jury duty or subpoenaed as a witness in a case involving the business of the University or public interest, special jury or witness duty leave with pay shall be granted for the duration of such duty, subject to the obligation of the employee to turn over to the University any compensation received by the employee as a juror or witness; notwithstanding the above, as regards jury duty, the University reserves the right to request the court to excuse the Bargaining Unit member on grounds of the University's service requirements.

25.14 Personal Care Leave

- (a) The University recognizes that employees have responsibilities and commitments involving work, personal, community and family life. The following provisions attempt to assist employees to manage from time to time, these multiple commitments.
- (b) Career employees and Temporary and Term/Task employees who have more than twelve (12) months of continuous service, shall be entitled to Personal Care Leave, with pay, of up to a maximum of forty (40) hours per year.
- (c) Personal Care Leave shall include illness of a family member, family emergencies, religious observance, personal appointments such as dentist, doctor etc., either for the employee or the employee's family members; and family/community involvement such as parent-teacher meetings, volunteer group meetings in the community.
- (d) Where possible, other personal circumstances may qualify and should be discussed in advance with the employee's Supervisor.
- (e) Time off may be taken in whole days, part days or hourly increments, depending on the employee circumstances.

- (f) In most circumstances, employees will be expected to provide their Supervisor with a minimum of forty-eight (48) hours notice, prior to taking such leave. Where an unexpected emergency occurs and notice is not possible, the employee shall be expected to contact their Supervisor within one (1) hour of the employee's expected start time to advise the Supervisor of the circumstances and request additional time as may be required.
- (g) All time taken shall in respect of Personal Care Leave must be properly recorded on the employee's attendance records and time attendance sheets.
- (h) Once the forty (40) hour maximum per year is used in total, the employee will be expected to use vacation and/or overtime credits to cover any time required over the forty (40) hour cap or may instead request a short leave of absence without pay.

#### **ARTICLE 26 - GENERAL CONDITION**

- 26.01 Proper accommodation shall be provided for employees in the Bargaining Unit for the taking of their meals and for the storage of their clothing.
- 26.02 The Employer shall provide a bulletin board in the staff room for the posting of notices by the Employer and the Union.
- 26.03 It shall be the duty of each employee to keep the Employer notified as to their current mailing address and to check their University email account on at least a weekly basis (unless on an approved leave), and if the employee should fail to do this the Employer will not be responsible for failure of essential information reaching the employee.
- 26.04 The Union agrees to the concept of an Apprenticeship Program as set out in the attachment to this Agreement. Management will consult the Union through the Joint Union/Management Committee prior to the implementation of the programme.
- 26.05 The University shall provide to the Local for its exclusive use, furnished office accommodation in one of the University's buildings. The current location has been identified and designated as part of LIB B112A.

The use of facilities and services of the University (such as duplicating, xerox, computer services etc.) shall be made reasonably available to the Local subject to priorities determined by the University in its discretion and subject to such charges for the use of such facilities and services as the University may, from time to time, establish.

- 26.06 The Local Union shall advise the University of the names of their respective representatives authorized to transact business on behalf of the Local as soon as possible where such representative(s) are newly appointed or elected.

The University will provide to such individual members of the Local Executive of the Union as are designated by the Union, release time from their normal work. The total of all such release time shall be equal to 56 hours, per month.

The Local Union has the authority to assign such time in respect of their Local Executive members as it deems appropriate. However, if operational needs arise, Executive members agree to be flexible in rescheduling when release time takes place, if necessary. The Local Union shall be required to submit a report to the Director, Facilities Management and Development, identifying the names of the Local Executives to whom such release time has been assigned and indicating the number of hours or days so assigned. This report shall be submitted three (3) times per year on September 1<sup>st</sup>, February 1<sup>st</sup>, and May 1<sup>st</sup>.

#### **ARTICLE 27 - JOB SECURITY**

- 27.01 The Employer agrees that it will not sub-contract work presently performed by members of the Bargaining Unit if this will cause the discharge, layoff or downgrading in position per Schedule "A" of such members.
- 27.02 Supervisory personnel shall not work on any job normally assigned to a member of the Union except for the purpose of instruction, experimentation, in an emergency or in the case where an employee is unexpectedly absent from work.

#### **ARTICLE 28 - NO STRIKES AND LOCKOUTS**

- 28.01 The Employer agrees and undertakes that there will be no lock-out as defined in the *Labour Relations Act*, and the Union agrees and undertakes that there will be no strike as defined in the *Labour Relations Act* during the term of this Agreement.

#### **ARTICLE 29 - WAGE SCHEDULES AND JOB CLASSIFICATIONS**

- 29.01 Attached hereto and forming part of this Agreement are:

(1) Schedule "A" Position and Wage Rates

29.02

- (a) There shall be a job description for each position listed in Schedule "A". The Employer shall establish the job descriptions and copies shall be sent to the Union. Although the Employer maintains the right to establish the requirements and qualifications of each position, the Employer agrees to meet with the Union, if requested to do so in writing, to discuss new or revised job descriptions.

(b) In the event that the Employer establishes a new job classification to Schedule “A”, or revises an existing job classification and determines that such revision necessitates an alternative wage rate, the Employer shall determine the initial or revised wage rate in order to facilitate the posting and selection process. Within ten (10) working days of the new job classification being posted, the Employer shall refer the issue of wage rate to the Negotiating Committee for consideration. If the Negotiating Committee fails to resolve the issue through the negotiating process and so reports, the Union shall be free to submit, within fifteen (15) working days from the date of the report to the Negotiating Committee, the matter directly to arbitration under the provisions of Article 16 (the proceedings of the Negotiating Committee being deemed to constitute a grievance procedure for this purpose).

- 29.03 In the event of any position subject to this Agreement being reclassified by reason of technological change, and the wage rate reduced, and if the previous incumbent remains in the position, the wage rate of the employee holding such position shall be frozen until the rate of the reclassified position reaches the employee’s level. It being the intention that no employee shall suffer a loss in wages by reason of technological change. All such employees shall be given the opportunity to fill other vacancies according to seniority.
- 29.04 In the absence of a Lead Hand Custodial Services or Lead Hand Groundskeeper/Driver of four (4) hours or more, the University will appoint an acting lead hand. For the applicable shift, such appointment shall be by seniority on a rotating basis. The acting lead hand shall receive the applicable pay rate as outlined in Schedule A, Position and Wage Rates, for any hours worked.
- 29.05 The University shall deem an employee qualified in respect of the position held by the employee as at July 1, 2009. An employee will continue to be deemed qualified on condition that they maintain their qualifications as at date of hire, including renewal and currency of appropriate licences.

Should an employee wish to upgrade their qualifications to meet the requirements of their official job description as identified in Schedule A, the employee shall access Articles 24.01 and 31 of the Collective Agreement.

This commitment by the University in no way fetters the University’s management rights implied or stated and in no uncertain terms fetters the University’s rights throughout the Articles of this Collective Agreement.

- 29.06 All employees shall have their pay cheques directly deposited into their bank accounts on a weekly basis.

## ARTICLE 30 - ALLOWANCES

- 30.01 The Employer agrees to purchase new or replace broken, worn, or stolen personal hand tools up to a value of two hundred and fifty dollars (\$250.00) by June 30<sup>th</sup> of each year for SteamFitters, Electricians, Plumbers, Carpenters, Mechanics, and Maintenance workers who are Full-Time Career and Term/Task employees. Any amount of this allowance not required and not used within the one (1) year covered by this Collective Agreement may be carried over to the subsequent year and added to any such allowance that may be foreseen by a subsequent Collective Agreement, but only where the purpose of such accumulation is the purchase of a specified expensive tool recognized by the Employer as being reasonably required in the performance of duties of the employee concerned.
- 30.02 The Employer, at its own cost, shall provide employees with appropriate work clothing and safety equipment (which includes prescription safety glasses) as required in the performance of their duties. The University will endeavour to provide each new employee such work clothing within one (1) month of their date of hire. An employee's name being replaced on their uniform shall be optional.
- 30.03 The University will pay to each probationary and regular employee an allowance of two hundred dollars (\$200) to replace worn out safety footwear at intervals of not less than twelve (12) months from the date of payment of the preceding allowance.
- The safety footwear must be CSA approved "greenpatch" footwear.
- The Groundskeeper and Caretaker/Recycler will receive two (2) pairs of safety boots per year.
- 30.04 The University has the discretion to deny the payment of an allowance (i.e.: Tools; Safety Footwear; Work Clothing and Safety Equipment) for the appropriate time period due to an employee's absence. Prior to making such a decision the employee will be provided with the opportunity to provide their views and input. The Manager will consider the employee's input prior to making a final decision regarding the payment of the allowance.

## ARTICLE 31 - TECHNOLOGICAL CHANGE

### 31.01 Definition

Technological change in this Agreement and context means the introduction of new equipment or process substantially different in nature or design than previously in effect and which directly affects or has an impact on the Bargaining Unit member's job classification.

- 31.02 The University will notify the Union Executive, within a reasonable amount of time prior to implementation, of any technological changes referred to in Article 31.01 that are

implemented by Facilities Management and Development, and provide the opportunity to discuss. The parties agree that in an emergency situation prior notice may not be possible.

- 31.03 Where the introduction of new technology does not affect the employment status of employee(s) but necessitates training on the new equipment or in the new process, the University shall provide to the employee(s) necessary training, at the University's expense to the extent it is reasonably possible, as soon as operational requirements permit.
- 31.04 Training identified and required by the University shall take place during working hours and may require a change in shift to accommodate such training. The employee shall normally be provided with two (2) weeks' notice, if practicable. Training shall also require the Bargaining Unit member to meet the stated learning objectives either through written or actual hands on tests.
- 31.05 Employees shall not be expected to perform at the expected level of competence prior to receiving suitable training related to the new technology or process introduced.
- 31.06 Should the introduction of technology result in lay-off of career employee(s), the University shall give the employees affected and the Local Union as much notice as possible but no less than three (3) months. Within the three (3) month notice period the University shall meet with the Local Union to discuss potential measures to alleviate effects of such action including discussion of developmental opportunities for possible employment within or without the University in the future or assisting in a change of career for employee(s).
- 31.07 Following the effective date of the technological change, the lay-off of redundant career employee(s) will be carried out pursuant to Article 13 Lay-Off and Recall.

## **ARTICLE 32 - STAFF TRAINING AND DEVELOPMENT**

### **32.01 Training**

The Parties recognize that training is a shared responsibility. Towards this end the University shall provide Bargaining Unit members with appropriate opportunities to do so. Employees may be required to maintain their acquired skills and occupational qualifications and to improve and add to them whenever possible. They are expected and may be required to attend training, retraining and general development seminars and courses offered and paid for by the University.

Training identified and required by the University shall take place during working hours and may require a change in the assigned shift in respect of Bargaining Unit members attending to accommodate such training. Bargaining Unit members shall be expected to meet the learning objectives of such training and may be required to undertake both written and hand-on tests. In introducing this program, the University agrees to consider and if

appropriate accommodate the learning for employees who have specific and demonstrated rationale for such accommodation to achieve the learning objectives of the program. The determination of whether demonstrated needs have been met shall remain within the University's discretionary authority. This discretion shall be exercised in a manner which is fair and reasonable.

### 32.02 Personal Development

The University shall endeavor, where possible, to make available to members of the Bargaining Unit such opportunities for personal development as it considers it is able to provide. While this will remain solely within the discretion of the University, the University nevertheless agrees to take into account the wishes of members of the Bargaining Unit and the Union.

Generally, personal development opportunities shall be provided and processed through the University's tuition rebate or tuition waiver policy and in accordance with the terms therein.

### 32.03 Members of the Bargaining Unit who successfully complete the Acting Lead Hand, Maintenance & Operations training and development programme will be called upon to act in the absence of a Lead Hand, Maintenance & Operations of four (4) hours or more. For the applicable shift, such appointment shall be by seniority with respect to members who have successfully completed the training programme. The Acting Lead Hand, Maintenance & Operations shall receive the applicable pay rate as outlined in Schedule "A", Position and Wage Rates, for any hours worked.

Additionally, the Employer will post a roster in the Trades Supervisors Office that will identify the Bargaining Unit employees who are eligible to be temporarily reassigned to a Lead Hand, Maintenance & Operations position, each period that they were assigned, together with the name of the Lead Hand replaced. The information will also include the particulars of any lost opportunity for assignment, the employee so affected and the University's rationale for not facilitating the reassignment.

### 32.04 Tuition Waiver

- (a) The University shall maintain a tuition waiver system under which all regular members of the Bargaining Unit, as well as members of their immediate family, shall be entitled to attend, free of tuition, credit and non-credit courses offered by the University.
- (b) Eligible courses include all regular offerings published in the full-time and continuing education calendar, where the University collects tuition fees.

- (c) The University shall waive for the member, their spouse and/or dependent, a maximum equivalent dollar value that reflects the current annual domestic undergraduate tuition fee in non-cost recovery programs, per year, per eligible employee, as determined by the University. Employees are responsible for the difference for any course that exceeds this amount.

Spouses and dependents shall be eligible to have the tuition fees waived only for credit and non-credit courses taken at the University once the employee successfully completes their probationary period as outlined in Article 9.

### **ARTICLE 33 - HEALTH AND SAFETY**

- 33.01 The University shall maintain a joint health and safety committee as prescribed by the *Occupational Health and Safety Act*.
- 33.02 The University and the Union recognize and are committed to a healthy and safe work environment and the promotion of the health and safety of the employees. More specifically as outlined in the *Occupational Health and Safety Act* and the University's Workplace Violence Prevention and Response Program.
- 33.03 Workplace Violence Incident Reporting

Reporting procedures for incidents of Workplace Violence will be posted on bulletin boards located outside of the CUPE 233 Local Union office and in the staff lunch rooms.

### **ARTICLE 34 - PROFESSIONAL LICENSING**

- 34.01 The Employer will reimburse the costs for those employees who are required to maintain membership under the Ontario College of *Trades and Apprenticeship Act*, or a license or membership under an equivalent regulating authority, as a condition of practicing their trade and/or as a condition of employment at the University.

Employees will be required to show a current license or membership to the Employer, and will provide proof of renewal prior to the expiry of the previous license or membership on an annual basis, or such other time period as mandated by the regulating authority. Proof of renewal will be provided prior to the expiry of the previous license or membership.

### **ARTICLE 35 - DURATION OF AGREEMENT**

- 35.01 This Agreement shall continue in full force and effect from the last date of ratification by the Union and the University (i.e. May 18, 2023 to June 30, 2025) and from year to year thereafter unless either Party gives to the other Party within ninety (90) days prior to June 30, 2025 written notice of its desire to amend or terminate this Agreement.

35.02 Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new agreement is signed or the right to strike or lockout accrues, whichever occurs first.

**ARTICLE 36 - GENERAL**

36.01 It is understood and agreed that there shall be no duplication, pyramiding or double counting of any premium payment whatsoever as provided in this Agreement, nor shall the same hours worked be utilized more than once to attract more than one rate of pay or premium payment.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement this

22 day of January, 2024 at Toronto.

For Toronto Metropolitan University

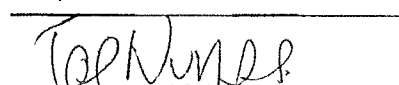
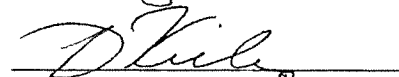
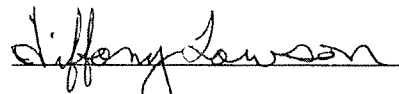
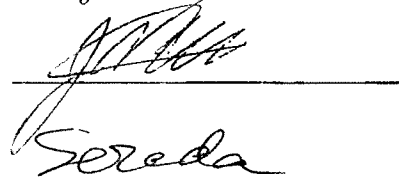
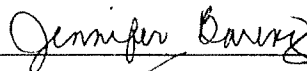


President Mohamed Lachemi



Secretary Wendy Lawrence

For Canadian Union of Public Employees,  
Local No. 233



**SCHEDULE "A" POSITION AND WAGE RATES**

**2022 POSITION AND WAGE RATES**

Effective July 1, 2022 to May 17, 2023 –3.5% ATB

Title	Entry Rate	Job Rate
Caretaker	25.66	26.53
Groundskeeper/Driver	27.63	28.75
Lead Hand, Custodial Services	N/A	29.08
Lead Hand, Groundskeeper / Driver	N/A	31.30
Carpenter	35.67	39.31
Electrician/Fire Alarm Technician	36.74	39.31
Refrigeration/Air Conditioning Systems Mechanic	36.74	39.31
Maintenance Mechanic "B"	36.74	39.31
Painter	33.29	39.31
Plumber/Gasfitter	36.74	39.31
Steamfitter	36.74	39.31
HVAC Systems/Control Mechanic	38.40	39.31
General Maintenance Worker	30.10	31.12
Lead Hand, Maintenance & Operations	N/A	41.86
Student Helper	16.13	16.77

## 2022 POSITION AND WAGE RATES

Effective May 18, 2023 to June 30, 2023 –Increase of \$0.25 to the Job Rate

Title	Entry Rate	Job Rate
Caretaker	25.66	26.78
Groundskeeper/Driver	27.63	29.00
Lead Hand, Custodial Services	N/A	29.33
Lead Hand, Groundskeeper / Driver	N/A	31.55
Carpenter	35.67	39.56
Electrician/Fire Alarm Technician	36.74	39.56
Refrigeration/Air Conditioning Systems Mechanic	36.74	39.56
Maintenance Mechanic "B"	36.74	39.56
Painter	33.29	39.56
Plumber/Gasfitter	36.74	39.56
Steamfitter	36.74	39.56
HVAC Systems/Control Mechanic	38.40	39.56
General Maintenance Worker	30.10	31.37
Lead Hand, Maintenance & Operations	N/A	42.11
Student Helper	16.13	17.02

## 2023 POSITION AND WAGE RATES

Effective July 1, 2023 – 3.0% ATB

Title	Entry Rate	Job Rate
Caretaker	26.43	27.58
Groundskeeper/Driver	28.46	29.87
Lead Hand, Custodial Services	N/A	30.13
Lead Hand, Groundskeeper / Driver	N/A	32.42
Carpenter	36.74	40.75
Electrician/Fire Alarm Technician	37.84	40.75
Refrigeration/Air Conditioning Systems Mechanic	37.84	40.75
Maintenance Mechanic "B"	37.84	40.75
Painter	34.29	40.75
Plumber/Gasfitter	37.84	40.75
Steamfitter	37.84	40.75
HVAC Systems/Control Mechanic	39.55	40.75
General Maintenance Worker	31.00	32.31
Lead Hand, Maintenance & Operations	N/A	43.30
Student Helper	16.61	17.53

## 2024 POSITION AND WAGE RATES

Effective July 1, 2024 –3.0% ATB

Title	Entry Rate	Job Rate
Caretaker	27.22	28.41
Groundskeeper/Driver	29.31	30.77
Lead Hand, Custodial Services	N/A	30.96
Lead Hand, Groundskeeper / Driver	N/A	33.32
Carpenter	37.84	41.97
Electrician/Fire Alarm Technician	38.98	41.97
Refrigeration/Air Conditioning Systems Mechanic	38.98	41.97
Maintenance Mechanic "B"	38.98	41.97
Painter	35.32	41.97
Plumber/Gasfitter	38.98	41.97
Steamfitter	38.98	41.97
HVAC Systems/Control Mechanic	40.74	41.97
General Maintenance Worker	31.93	33.28
Lead Hand, Maintenance & Operations	N/A	44.52
Student Helper	17.11	18.06

## **SCHEDULE "B"**

### **Apprentice Program**

The following special conditions apply to employees who are admitted to the Apprenticeship program as may be set up and undertaken as mutually agreed by both Parties (TMU and CUPE) under the *Apprenticeship and Tradesmen's Qualification Act*. These provisions take precedence over other clauses in the Collective Agreement.

1. Wage rate shall be per attached pay scale. Hours referenced in the pay scale shall be those hours worked on the apprentice program.
2. Continuation in the program is subject to the satisfactory attendance on the job and in the classroom and successfully passing the required examinations. An apprentice who fails to continue in the program will be allowed to return to their previous classification and maintain seniority rights as covered under the Collective Agreement.
3. The hours of work for the apprentice shall be the day shift.
4. During the attendance at Ministry courses the Ministry may provide an income and/or other allowances. The University will supplement the total of these allowances up to the amount of the apprentice wage rate (at the time of the course) on the basis of eight (8) hours per day at school.
5. No mileage allowance will be paid to attend school as required.
6. The required application fee for attendance of courses will be refunded upon successful completion of the program.
7. On completion of the program the apprentice will be classified in the appropriate Trades classification.

APPRENTICE PAY SCALE

(If program is divided into four periods)

STARTING RATE:	Maintenance Worker rate
1800 HOURS:	Maintenance Worker rate + 25% of difference between maintenance helper and appropriate trades rate.
3600 HOURS:	Maintenance Worker rate + 50% of difference.
5400 HOURS:	Maintenance Worker rate + 75% of difference.
7200 HOURS:	100% of appropriate Trades rate.

APPRENTICE PAY SCALE

(If program is divided in five periods)

STARTING RATE:	Maintenance Worker rate
1800 HOURS:	Maintenance Worker rate + 20% of difference between maintenance Worker rate and appropriate trades rate.
3600 HOURS:	Maintenance Worker rate + 40% of difference.
7200 HOURS:	Maintenance Worker rate + 80% of difference.
9000 HOURS and on completion and receipt of appropriate Trades certificate.	100% of appropriate Trades rate.

## **SCHEDULE “C”**

### **Personal Protective Equipment (PPE)**

Toronto Metropolitan University is committed to ensuring the health and safety of all staff and faculty.

In the event that a staff member feels unsafe performing an assigned task they are required to report this to their Lead Hand or Supervisor and request direction.

To ensure the health and safety of CUPE 233 staff, the University will provide the following personal protective equipment to be used as required during work hours:

#### Custodial Gloves

- Vinyl disposable sizes small, medium, large and extra large
- Outside winter lined gloves large and medium
- Latex palm with cotton/ploy shell large and medium
- Cotton canvas glove large,
- PVC lined glove large
- Cow grain fitters, cotton, small

#### High Voltage Protective Equipment

Each electrician will be provided with:

- 1 protective suits (to be worn over top of clothing)
- 1 balaclavas
- 1 helmets with face shields
- 1 pairs of indoor gloves
- 1 pairs of outdoor gloves

The mechanics will be provided with:

- 2 protective suits (to be worn over top of clothing)
- 2 pairs of indoor gloves
- 2 pairs of outdoor gloves

Each mechanic will be provided with:

- 1 Balaclava
- 1 Helmet with face shield

## **SCHEDULE 'D'**

The following procedure will continue to be utilized to demonstrate that overtime work is shared equitably as required by Article 19.01:

### **Emergency or Unplanned Overtime**

In the event of emergency or unplanned overtime, Security will contact a Supervisor to request authorization to call in resources. Upon receiving authorization, a representative for the University will then contact the appropriate staff based on classification and seniority on a rotating basis.

### **Scheduled Overtime**

Both Maintenance and Trades and the Custodial Services units have scheduled overtime.

Scheduled overtime for the Custodial Services unit occurs occasionally, whereas for the Maintenance and Trades unit, due to the nature and specialization of the work, the majority of overtime is normally scheduled in advance. All overtime of this nature will be offered on a rotating basis. The initial rotation will be by seniority.

### **Procedure**

The following process will be followed for CUPE 233 employees in both the Maintenance and Operations and Custodial Services units with respect to scheduled overtime:

1. Each year, every employee will be asked if they would like to be in the overtime rotation schedule.
2. Overtime will be assigned based on operational requirements. Overtime assignments will abide by the Ontario Ministry of Labour provisions regarding hours of work and will be assigned by classification and corresponding shift.
3. Those who indicate at the beginning of the year that they wish to be included in the overtime rotation will be offered available overtime each time they appear on the rotation list provided that they are at work at the time the overtime is available for offer. Should an employee not be at work and should they be next on the list, they will not be included in the rotation for that day, whether for scheduled or emergency overtime.
4. The list of the employees who indicated at the beginning of the year that they should be included in the overtime rotation will be sorted by classification and shift and will be kept in the Supervisor's office and/or the Safety and Security office for review when overtime is available.
5. Security will contact a Supervisor to request authorization to call in resources. Once authorization has been received, a representative for the University will then contact the appropriate staff based on classification and seniority.

6. Should an employee be at work and be asked to work overtime, they will have the ability at that time to accept or decline the work. However, should the employee decline or in the event an employee has been called back into work and is not reachable; the Supervisor will go on to the next employee in rotation.
7. Each time an employee is asked to work overtime, a notation on the list will show if they accepted or declined. A member of the Union may request to view the overtime list with advance notice. This request will not be unreasonably denied.

Consistent with Article 6.03 of this Agreement, the University will provide to the Local Union by the fifteenth (15th) of each month a report detailing overtime hours worked by employee. The Local shall be responsible for the posting and distribution of this information to its members.

## **LETTER OF UNDERSTANDING**

### **#1 PERFORMANCE EVALUATIONS**

September 28, 2018

CUPE, Local 233

During negotiations we advised you of our objective to introduce a performance evaluation program for members of CUPE, Local 233.

In respect of the custodial side of the operation, a major portion of this performance evaluation system may focus on a Quality Assurance Program.

This will confirm the understanding that the University will consult with the Local Union, through the Joint Union/Management Committee, on the development of the performance evaluation program with respect to the design, process and forms.

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Caroline Riley  
Director, HR Consulting and Labour Relations

## **LETTER OF UNDERSTANDING**

### **# 2 E.I REBATES**

September 28, 2023

CUPE Local 233

This letter will acknowledge that in consideration of past improvements to the benefits package for CUPE Local 233 that this will satisfy the E.I. requirement of rebating a portion of the refund due to the discounted premiums.

It is also agreed that all future E.I. rebates which may be forthcoming will be used to assist in defraying the increased costs of maintaining the existing insured benefits plans.

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Caroline Riley  
Director, HR Consulting and Labour Relations

## LETTER OF UNDERSTANDING

### #3 WSIB

September 28, 2023

CUPE Local 233

This will confirm the understanding reached during this round of negotiations with respect to the remuneration arrangements for employees of the local who become injured.

The arrangements outlined below shall remain in force for the duration of this Agreement only and shall come into effect July 1, 1992.

1. An employee who is injured or becomes ill and is not able to continue or attend work, as a result of a work related incident must apply and qualify for WSIB benefits as required under the *Act*.
2. The University shall continue to pay the injured employee their normal, pre-disability salary for a period of sixty-six (66) working days.
3. Such payment is made up of two (2) parts:
  1. the 85% benefit level payable by WSIB and
  2. a 15% top up by the University
4. If the employee continues to be unable to report for work because of the work related injury, on the 67th working day, the University shall terminate payment as outlined in items 2 & 3 above. However, the employee will continue to receive, the benefit level to which they may be entitled directly payable from WSIB.
5. The employee agrees and shall sign over and remit to the University any cheques received from WSIB for the first sixty-six (66) working days of their claim (see point number 2 above).
6. Recognizing that the above arrangements are being entered into merely as an administrative convenience, and are without prejudice to the University's position on WSIB policy, the employee's status during the initial sixty-six (66) working day period and beyond, is that of an injured worker on WSIB status and not that of an active employee of the University.

A procedure to facilitate the above process as determined by the Human Resources department and communicated to the Union shall apply.

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Caroline Riley  
Director, HR Consulting and Labour Relations

## LETTER OF UNDERSTANDING

### #4 JOB SECURITY

September 28, 2018

**Amended**

**May 5, 2023**

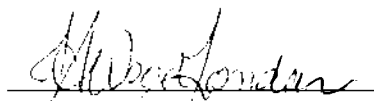
CUPE Local 233

This will confirm the understanding reached at this round of negotiations with respect to job security for members of CUPE, Local 233.

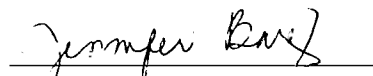
It is agreed that for the duration of this Agreement only, the University undertakes not to lay-off any career employees of the Bargaining Unit, nor to reduce the current weekly hours of work for employees of the Bargaining Unit.

It is agreed that this letter shall not form part and parcel of the Collective Agreement, and that this letter shall automatically lapse and becomes null and void at the conclusion of this Collective Agreement. **The parties have clarified that Article 14 Grievance Procedures applies to this letter.**

It is understood that the termination of a Temporary or Term/Task contract (lapsing of a Temporary or Term/Task contract or non-renewal of a Temporary or Term/Task contract) and employees who voluntarily resign are not to be considered a lay-off.



Heather Wood London  
Executive Director, Strategic HR Partnerships  
& Labour Relations



Jennifer Bareng  
President, CUPE Local 233

## **LETTER OF UNDERSTANDING**

### **#5 COMPLEMENT**

September 28, 2018

CUPE Local 233

This letter confirms the substance of our discussions at this round of negotiations with respect to increasing the complement of CUPE, Local 233.

The University agrees to maintain the complement of thirty-eight (38) full-time career trade positions and sixty-nine (69) full-time career custodial positions. As a result, the CUPE, Local 233 complement shall be one hundred and seven (107) positions.

The University agrees to maintain the complement set out above for the duration of the Collective Agreement. To that end, the University shall make every reasonable effort to staff vacant positions that are related to complement levels as quickly as possible.

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Caroline Riley  
Director, HR Consulting and Labour Relations

## LETTER OF UNDERSTANDING

### # 6 SERVICE DELIVERY MODEL

September 28, 2018

CUPE Local 233

This letter confirms the substance of our discussion at this round of bargaining concerning the Service Delivery Model that was implemented in Fall 2003.

The service delivery model will ensure that custodial services will be delivered in a pre-scheduled and planned manner in order to meet the needs of the university and its internal and external constituencies including staff, faculty, students and visitors.

The combination of campus property and private retail space that exists in various buildings across campus requires a unique service delivery model *as described in A and B below*

- A. Custodial services in the service delivery model will be most consistent with these objectives and will include, amongst others, the following elements:
- Patrolling of public areas will take place during the day and afternoon shifts to ensure that entrances, public washroom, lounges, stairs, corridors and other busy areas are maintained at a high standard during heavy volume hours
  - Classes used by Continuing Education during the evening hours shall receive service prior to their use beginning at 6:30 p.m. This can be most efficiently achieved by the day staff, at the completion of their shift, or by the evening shift, prior to other work.
  - The heavy cleaning of public and teaching space will take place during night hours as this is the time of least traffic thereby promoting effectiveness and efficiency of service delivery
  - Custodial services will be provided on a seven day per week basis and as per the shift schedules outlined in Article 18 – Hours of Work.
  - Members of the Bargaining Unit shall be responsible for a specific service or group of services to a specific geographic area of the University
- B. The service delivery model will be implemented in respect of the following University buildings:

Portering of all existing buildings and all new campus buildings will be carried out by CUPE 233.

This does not include the residences, leased properties, the new Student Centre (55 Gould Street) or any buildings where the services are supplied by a private management company.

All heavy duty cleaning will be carried out by contracted cleaning services in all buildings, excluding Jorgensen Hall, Podium, Library Resources Centre, RAC, the Bookstore and 111 Bond Street. These areas will continue to be cleaned by CUPE 233.

The Service Delivery Model will enable more CUPE 233 members to work on the day shift throughout the year.

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Caroline Riley  
Director, HR Consulting and Labour Relations

## **LETTER OF UNDERSTANDING**

### **# 7 SERVICE REVIEW COMMITTEE**

September 28, 2018

CUPE Local 233

1. The University is committing to undertaking a review of work that is currently performed by outside contractors with a view of identifying potential efficiencies which could result in cost savings. As a general principle, where all factors are equal (including cost and efficiency), the University supports the work being completed by existing members of CUPE Local 233.
2. To this end, the Parties will establish a joint service review committee (“the Committee”) whose mandate includes recommending best practices with respect to determining the most cost effective and efficient way of performing the work. The University will provide information about the scope and costs of work that is presently contracted out to aid in this discussion.
3. The Committee shall convene every two (2) months at union management meetings.
4. All time spent by Committee Representatives attending to the work of the Joint Committee and as approved by the Co-Chairs will be considered time worked for all purposes.
5. The Employer will provide a Secretary to the Committee to take minutes of each meeting. Minutes of the meeting will be signed by the Co-Chairpersons as soon as possible after the closing of the meeting.
6. The Employer will make available to the Committee all necessary information and/or documentation it requires to fulfill its mandate.
7. Any recommendations identified by the Committee will be submitted to the Assistant Vice President, Facilities Management and Development for review and possible adoption. At the same time the recommendations are submitted to the, Assistant Vice-President, Facilities Management and Development, they will be forwarded to the Executive of CUPE 233. The Assistant Vice President, Facilities Management and Development will provide a formal response within (45) working days. Should a recommendation not be adopted by the University, the reasons for the decision will be provided to the Committee and the Committee will revisit the issues that led to the recommendation.

8. This committee will be in effect for the duration of this Collective Agreement or may be disbanded early by mutual agreement.

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Caroline Riley  
Director, HR Consulting and Labour Relations

## LETTER OF UNDERSTANDING

### # 8 STUDENT HELPERS

September 28, 2018

CUPE Local 233

This letter confirms the substance of our discussion at this round of bargaining with respect to the introduction of a student helper classification to the Bargaining Unit.

It is understood and agreed that the University will hire student helpers subject to the following terms and conditions of employment. These employees shall not be subject to the following Articles in the Collective Agreement:

Article 12 – Job Postings, Promotions and Recall

Article 13 – Layoff and Recall

Article 15 – Suspension and Discharge Cases

Article 18 – Hours of Work

Article 19 – Overtime and Premium Rates

Article 20 – Vacations

Article 21 – Paid Holidays

Article 22 – University Designated Closure

Article 23 – Sick Leave

Article 24 – Benefits

Article 25 – Leave of Absence

Article 27 – Job Security

Article 30 – Allowances

Article 31 – Technological Change

Article 32 – Staff Training and Development

The University will give priority of consideration to qualified Ryerson students. In the event that other vacancies continue to exist, the University will consider other qualified students.

It is understood and agreed that no more than a maximum of twelve (12) student helpers may be employed at any given time consistent with the University's service delivery model.

A student helper's appointment lapses on a specified date, and as such their employment with the University ceases on that specified date. However, the University may terminate the employment relationship and/or contract of a student helper at any time, irrespective of length of service and the Union and/or the employee shall not be entitled to grieve such termination. The student helper will be provided with notice of the termination in writing and the length of such notice will be in accordance with the standards set out in *the Employment Standards Act*.

The University shall establish the hours of work for student helpers. Student helpers shall not be guaranteed work and when not on assignment they shall not receive any pay or payment in lieu of benefits. It is understood and agreed that a student helper will normally work less than twenty (20) hours a week and that student helpers that attend the University will normally work between ten (10) and twelve (12) hours a week during the fall and winter academic terms.

Student helpers shall be entitled to statutory required benefits – that is C.P.P., E.I. and W.S.I.B. Student helpers shall be entitled to four percent (4%) vacation pay in addition to the employees' actual hourly rate in each weekly pay cycle for the period(s) the employee is actively working at the University.

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Caroline Riley  
Director, HR Consulting and Labour Relations

## **LETTER OF UNDERSTANDING**

### **#9 ELIMINATION OF MANDATORY RETIREMENT AND LTD INSURANCE**

September 28, 2018

CUPE Local 233

This will confirm our discussions at this round of bargaining.

Specifically, it is the University's position that Long-term disability insurance and/or coverage terminates automatically and without notice and without payment in lieu of notice at the end of the month in which an active member reaches age 65. The Union does not agree with this position. As such, the Parties agree that in the event that Ryerson University's preferred insurance provider makes available long-term disability insurance and/or coverage in respect of employees up to the age of seventy (70) the Parties agree to reconvene to discuss this matter through their respective negotiating committees. Such long-term disability insurance and/or coverage shall apply to only active employees.

The Parties further agree that if they are unable to reach agreement on the above matter the Parties will proceed to arbitration consistent with grievance process outlined in Article 14 of the Collective Agreement.

In the event that Ryerson University provides such an enhanced benefit to another bargaining unit the benefit shall be extended to this Bargaining Unit.

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Caroline Riley  
Director, HR Consulting and Labour Relations

## LETTER OF UNDERSTANDING

### # 10 CARETAKER CLASSIFICATION

September 28, 2018

CUPE Local 233

This letter confirms the substance of our discussion at this round of bargaining with respect to the caretaker classification.

Specifically, it is understood and agreed to that the custodial classification includes the following duties, as reflected in the Caretaker job description:

- Cleaning related duties;
- Moving related duties;
- Recycling related duties; and
- Lighting related duties.

It is understood and agreed to that the University has the management right to assign a combination of any or all of the above noted duties to a member who occupies the caretaker classification.

It is also understood that management has the absolute discretion to assign a caretaker to carry out moving, recycling or lighting related duties. Should such assignment occupy a significant portion of the employee's work time such assignment will be based on seniority within the caretaking classification.

It is also understood and agreed to that management has the absolute discretion to post a caretaker vacancy that includes the above noted duties, i.e., cleaning, moving, recycling, and lighting related duties, as outlined in the Caretaker job description.

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Caroline Riley  
Director, HR Consulting and Labour Relations

## **LETTER OF UNDERSTANDING**

### **# 11 GROUNDKEEPER/DRIVER “ON-CALL” PROVISIONS**

September 28, 2018

CUPE Local 233

This will confirm the substance of our discussions concerning the “on-call” provisions for the Groundskeeper/Driver classification.

In addition to the provisions of Article 19.06 of the Collective Agreement, the following shall apply:

For the period November 1 to March 31, two (2) Groundskeeper/Drivers will be formally assigned to “on-call” as outlined in Article 19.06. This assignment will rotate between all Groundskeeper/Drivers on a weekly basis.

The employee assigned to “on-call” shall receive the “on-call” payment as outlined in Article 19.06 of the Collective Agreement. Any other Groundskeeper/Driver who has left the University and is later called to perform additional work shall be paid according to Article 19.01 of the Collective Agreement.

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Caroline Riley  
Director, HR Consulting and Labour Relations

## LETTER OF UNDERSTANDING

### #12 PRIORITY ON INDIGENOUS HIRING

September 28, 2018

**Amended**

**May 5, 2023**

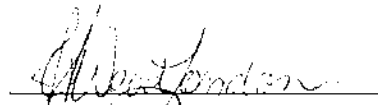
CUPE Local 233

The University and CUPE Local 233 have a strong commitment to fostering equity, diversity and inclusion within its community, including a strategic vision to Indigenize **Toronto Metropolitan University** and increasing the number of Indigenous employees.

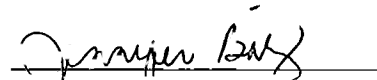
The Parties recognize that although there is a higher number of Indigenous employees in Facilities Management and Development (approximately **6%**), where the number of Indigenous employees overall at **Toronto Metropolitan University** is not representative of the provincial population. The Truth and Reconciliation at Ryerson University, Community Consultation Summary Report calls for the University to increase the number of Indigenous employees at Ryerson.

The Parties agree that moving forward:

1. External postings shall reflect an open call to Indigenous applicants and will invite applicants to self-identify if they wish to be considered.
2. Each Director within Facilities Management and Development will indicate to their hiring manager(s) the needs and commitment in relation to this initiative.
3. The Parties agree to establish a standing item at the Union Management Committee meetings to review the current collective agreement and implementation of policies and procedures currently in the Agreement for recruitment, hiring and retention of Indigenous CUPE 233 Bargaining Unit employees. Where appropriate, joint non-binding recommendations to further Indigenize the Bargaining Unit will be submitted to the Assistant Vice-President, Facilities Management & Development and the President of CUPE Local 233.



Heather Wood London  
Executive Director, Strategic HR Partnerships  
& Labour Relations



Jennifer Bäreg  
President, CUPE Local 233

**LETTER OF UNDERSTANDING**

**#13 POTENTIAL BRAMPTON CAMPUS**

September 28, 2018

CUPE Local 233

In the event the University has finalized its commitment to opening a campus in the City of Brampton and proceeds with the construction of a building, prior to the expiry of this Agreement, the University will meet with the Union Executive to discuss the operational plans for that building.

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Caroline Riley  
Director, HR Consulting and Labour Relations

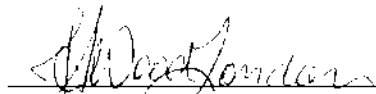
**LETTER OF UNDERSTANDING**

**#14 COMMUNICATION DURING PUBLIC HEALTH EMERGENCY**

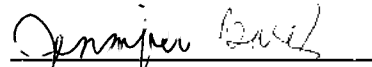
**May 5, 2023**

**CUPE Local 233**

**The parties have discussed that they will communicate following the declaration of a public health emergency by the provincial government. The parties recognize that such events are by nature unpredictable and require immediate action. The parties agree that they will meet in the Joint Union/Management Committee forum within a reasonable time frame of such a declaration, for the purposes of sharing information and discussing operational issues that affect the Local Union.**



Heather Wood London  
Executive Director, Strategic HR Partnerships  
& Labour Relations



Jennifer Bareng  
President, CUPE Local 233

## **LETTER OF UNDERSTANDING**

### **#15 PENSION**


**May 5, 2023**

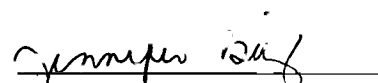
**CUPE Local 233**

- 1. The University and CUPE 233 have discussed their common interest in reconvening a productive Joint Pension Committee (JPC). The University and CUPE 233 agree to meet, together with other groups with shared interests that participate in the TMUPP, within 90 days of ratification, to discuss this work. The parties may mutually agree to use a neutral facilitator to assist in these discussions.**

**Until such time as a new Terms of Reference for a JPC is formally mutually agreed by the parties:**

- The University shall continue to provide a defined benefit pension plan for all eligible employees.**
  - Pension Plan amendments that affect the interests of the members of the bargaining unit, excluding member contribution rate increases, require agreement of the Union.**
  - Pension Plan amendments that are the direct result of changes in legislation do not require the consent of the Union or the JPC.**
  - The University and the Union agree that they will use best efforts to reach agreement on new Terms of Reference within twenty-four (24) months following ratification.**
- 2. Should the University access the Prior Year Credit Balance (PYCB), the PYCB will be used for the equal benefit of both the University and plan members, and not solely for the benefit of the University, unless the parties otherwise agree.**

  
Heather Wood London  
Executive Director, Strategic HR Partnerships  
& Labour Relations

  
Jennifer Bareng  
President, CUPE Local 233